



Bristol Hospice, L.L.C. Employee Handbook

December 1, 2014

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Welcome to Bristol!

Bristol is a company with a proven and outstanding record for service and quality. Our vision is to continue our commitment in becoming the provider of choice for hospice, palliative, and home care. Therefore, we strive to employ the most capable and professional employees in the hospice care and home care industry. We believe you will find your work rewarding and satisfying as we move forward in providing patients and families, entrusted to our care, with the highest level of compassion, respect, and quality of services.

This Employee Handbook provides you with general information and expectations regarding your employment, benefits, performance, and conduct as a Bristol employee. The intent of the Employee Handbook is not to provide you with all processes and procedures. Those can be attained by contacting your supervisor or the Bristol Human Resources Department.

Where Bristol policies and procedures differ from the Employee Handbook, the policies and procedures supersede this document. In the same way, if any provision in this Employee Handbook is found to conflict with state or federal laws, that provision in the Handbook will be invalid, but the rest of Employee Handbook will remain in force.

No matter what verbiage is used, this Handbook and Bristol's policies do not create a contract of employment or promise of employment for any specific length and do not contain promises of specific treatment in specific cases. Bristol reserves the right to make all business decisions, even those regarding employment, discipline, or discharge, on a case-by-case basis and at its sole discretion. Bristol is an **at-will** employer and reserves the right to terminate the employment relationship at any time, with or without notice, and for any or no reason as long as the decision does not violate federal, state, and local laws, rules, and regulations.

We hope this Handbook covers the key elements of Bristol employment and does so correctly; however, we do not guarantee that it will always be the case. As the industry and business needs change, Bristol may change any part of the Handbook at any time. Changes may be made without prior notice; however, before any terms of this Handbook can be changed, it will be changed in writing. The changes must be approved by Bristol's President/CEO. No one else (past or present), including supervisors, managers, department heads, Executive Directors, or Vice Presidents, can change the terms in this Handbook. **DO NOT** rely on promises or statements made that do not follow the guidelines of this Handbook.

As part of your new hire orientation, you will be asked to acknowledge your receipt of the Handbook and that you understand that it is up to you to read and understand it. Failure on your part to understand the Handbook does not justify failure to comply with the guidelines. If something in the Handbook is unclear, please ask your supervisor, Executive Director (ED), or the Human Resources (HR) Department for clarification.

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I. Working at Bristol

1.1 About Bristol

Bristol Hospice, LLC, was formed in 2006 with the mission of focusing on the delivery of hospice care services in the geographic areas as identified in the Company's strategic plan. Since that time, Bristol has grown to include multiple joint ventures and acquisitions as well as expansion to include Bristol Home Care further enhancing the Continuum of Care model.

1.2 What Bristol Is All About

Bristol has a core belief in the importance of life. From this belief, Bristol created principles and values that are the foundation upon which Bristol operates.

Foundational Belief: We embrace a reverence for life.

Founding Principles: Bristol was created to provide a higher level of care in serving patients and their families. We recognize the worth of every individual. Our success depends upon our ability to create and maintain a skilled and nurturing environment where individuality is promoted and dignity is preserved. Bristol puts high priority on the worth of every person and their diverse needs.

Vision: Bristol Hospice, LLC is graciously committed to becoming the provider of choice for hospice, palliative and home care.

Mission: Bristol Hospice, LLC is graciously committed to our mission that all patients and families entrusted to our care will be treated with the highest level of compassion, respect and quality of care.

Core Values: The core values serve as key principles that the organization, its members and its employees use for a framework on how we act on a day-to-day basis. They serve as the checks and balances for all the Bristol policies and procedures as well as the Employee Handbook. The core values are:

Integrity: We are honest and professional.

Trust: We count on each other.

Excellence: We strive to do our best at all times and look for ways to improve and excel.

Accountability: We accept responsibility for our actions, attitudes and mistakes.

Mutual Respect: We treat others the way we want to be treated.

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Employment Principles: Bristol is an equal opportunity employer and bases its decisions on the knowledge, skills, and abilities of each person. Bristol **DOES NOT** consider any of the following in its decisions regarding its employment practices including recruitment, hiring, promotions, wages, benefits, terminations, training opportunities, and all other terms and conditions of employment.

- Race
- Religion or religious creed
- Childbirth or related medical condition
- Age
- Marital status
- Color
- Ancestry
- Disability or perceived disability
- Military service
- Sexual orientation
- National origin
- Gender
- Pregnancy
- Gender identity

Bristol reasonably accommodates employees and applicants with disabilities. If you have any questions regarding these principles, contact HR.

1.3 What Bristol Expects From You

Your first responsibility is to know your own job duties and how to do them promptly, correctly, efficiently and pleasantly. You are expected to cooperate with management and your co-workers and to independently foster and support teamwork. How you interact with fellow employees and those whom Bristol serves can affect your success as a Bristol employee. The performance of one person can affect all the services offered by Bristol. This Handbook offers guidance on how you can perform positively while meeting and even exceeding Bristol's expectations. We are dedicated to making Bristol a company where you can approach any member of management to discuss any problem or question. Remember, you help create our pleasant and safe working conditions.

1.4 At-Will Employment

Your employment with Bristol is at-will. It is based on mutual agreement by both you and the Company to continue the employment relationship. This means that there is no promise or contract concerning how long you will work with Bristol. You can end your employment with Bristol at any time, with or without reason. Likewise, we can end your employment, transfer, or demote you at any time, with or without reason, at the Company's discretion.

No employee may enter into an employment contract with you for a specific period of time, or make any agreement that goes against this policy. The only exception to this is if Bristol's President/CEO approves the agreement in writing.

1.5 Equal Employment Opportunity

Equal employment opportunity is a key principle at Bristol. We believe employment is based on the abilities and qualifications of each person.

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We make employment decisions without regard to race, color, national origin, religion, religious creed, ancestry, sex, or age. We do not consider disability, pregnancy, childbirth or related medical conditions, military service, marital status, sexual orientation, or gender identity when determining employment eligibility.

This policy applies to all practices and procedures that relate to recruitment, hiring, promotions, wages, benefits, terminations, and all other terms and conditions of employment. We will reasonably accommodate employees and applicants with disabilities or religious requirements that require accommodations. Human Resources (HR) is responsible for this policy and maintains reporting and monitoring procedures. If you have questions about this policy, you should talk to HR.

1.6 English-Only Rules

When you are working with patients or their families or are in an area where they are present, we expect you to speak English. If a patient or patient's family member speaks a different language, and you know that language, you may use it if it is more comfortable for the patient or his or her family. If you have concerns regarding the English-Only Rules, contact your direct supervisor or HR.

1.7 Americans with Disability Act

Bristol is committed to following all parts of the Americans with Disabilities Act (ADA) and similar laws. Bristol will not base any business decisions regarding employment on a person's disability or perceived disability as long as the employee/applicant can perform the essential functions of the job with or without reasonable accommodation. Bristol will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA or applicable state law, who has made management aware of his or her need, provided that such accommodation does not impose an undue hardship on the Company, your coworkers, or conflict with applicable law.

If you think you need a reasonable accommodation to do your job, you should talk to your supervisor, ED or HR and follow the guidelines in the HR Manual, Reasonable Accommodation-Disability, BH-HR.0024. If you have a qualified disability, they will meet with you to discuss how your disability affects your ability to perform the essential functions of your job and will ask you what accommodation(s) you believe would enable you to perform your job more effectively. While your input is important, Bristol may identify different accommodations that it believes would also enable you to perform your essential job functions while minimizing adverse effects on operations or co-workers. In addition, Bristol may request that you provide recommendations from your health care provider.

NOTE: "Reasonable Accommodation" can help people with disabilities perform the essential functions of their jobs. It is not the same as "Light-" or "Modified-" Duty. Light- or Modified-Duty is only available to employees who are temporarily unable to perform the essential

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functions of their jobs due to a work-related illness or injury. Unless recovering from a work-related illness or injury and assigned to Light- or Modified-Duty, we expect employees to perform all essential functions of their jobs, with or without reasonable accommodation. You can learn more about Bristol's Light Duty program in Section 5.8A of this Handbook.

1.8 Non-Discrimination and Harassment Prevention

Bristol strives to create a work place where everyone is treated with respect and dignity. Each person has the right to work in a professional atmosphere that promotes equal employment opportunities and that prohibits discrimination, including unlawful harassment. We expect that all relationships among and between our employees will be businesslike and free of bias, prejudice, intimidation, bullying, and harassment.

A. Individuals and Conduct Covered

Bristol's non-discrimination and anti-harassment policies apply to all applicants, employees, and contractors. It prohibits harassment, discrimination and retaliation:

- Towards fellow employees or management,
- By a supervisor; or
- By or towards someone not directly employed by Bristol. This includes outside vendors, consultants, patients, patients' families, or other customers.

Conduct that violates this non-discrimination and anti-harassment policy is not acceptable while at the workplace, while off-site for a work related function, or while off duty if it affects workplace relationships.

B. Sexual Harassment

Sexual harassment is a form of gender discrimination. It happens when an employee acts in a way that has a sexual element and the conduct goes against the wishes of someone else. This can be in the form of:

- unwelcome sexual advances
- requests for sexual favors
- other unwelcome verbal or physical conduct of a sexual nature

Sexual harassment may involve people of the same or different gender. It can be explicit or can result when the sexually-charged conduct creates an intimidating, hostile, or offensive work place.

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Explicit Sexual Harassment

Explicit sexual harassment occurs when the employee's actions (usually a supervisor) are intended to reward or intimidate another person into submitting to the actor's sexual conduct. For example:

- Making submission to the sexual conduct a requirement for continued employment -- whether it is said or just implied;
- Using the person's response to sexual advances as the basis for employment decisions that affect that person's employment.

Hostile Work Environment

Sexual harassment may involve the creation of a hostile work environment by a range of actions such as:

- Ongoing pursuit of a personal relationship that is not welcome. This could mean you continue to ask a co-worker for a "date" when the employee has made it clear that he/she is not interested or has repeatedly declined the offer.
- Sexual jokes.
- Verbal abuse of a sexual nature. This could include comments about a person's body or his or her sexual prowess or lack of it.
- Leering or catcalls.
- Uninvited touching.
- Talking about your own or someone else's sex life.
- Making comments or gestures that are obscene.
- Showing or passing around sexually suggestive pictures, objects or offensive cartoons, posters, or drawings.
- Teasing or other conduct that is aimed at only one gender may also be considered harassment if it is directed at another employee because of his/her sex.
- Other unwelcome physical, verbal, or visual conduct of a sexual nature.

Any of the above sexually harassing communications can occur whether made directly to another employee, observed by a third party, putting them on walls, giving them to someone else, sending them through e-mail or text message or by posting them on websites.

C. Other Types of Unlawful Harassment

Just as sexual harassment is a form of gender discrimination, unlawful discrimination can also occur when harassment is directed at an employee based upon other "protected characteristics." These include:

- Race
- Color
- Religion
- Age
- Disability

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- National origin
- Marital status
- Creed
- Medical condition
- Sexual orientation or
- Any other characteristic protected by law.

It is strictly prohibited to harass other employees, patients, or patients' families or friends on any basis, but specifically on protected characteristics. Behavior of a hostile or degrading nature towards other people based upon any protected characteristic will not be tolerated and will result in disciplinary action, including possible termination of employment. Some examples of this type of prohibited harassment include actions directed at a person or group of people because of a protected characteristic such as:

- Epithets, slurs, or negative stereotyping. This includes words that the other person could reasonably perceive as vulgar, abusive, or insulting.
- Threatening or intimidating acts.
- Jokes that demean others (in both verbal and written form).
- Showing or passing around pictures, objects or offensive cartoons, posters, or drawings aimed at a person or a protected group.

Any of the above harassing communications can occur whether made directly to another employee or putting them on walls, giving them to someone else, sending them through e-mail or text message or by posting them on websites.

D. Reporting an Incident of Harassment, Discrimination, or Retaliation

Early reporting and intervention are the best methods of resolving actual or perceived cases of harassment. Even though Bristol has no set time frame for reporting such cases, we strongly urge you to promptly report any complaints or concerns that you have within five (5) workdays. This allows us to take rapid and helpful action. We will make every effort to stop the alleged harassment, but we can only do so with the cooperation of our employees.

Bristol urges employees, patients, patients' families, contractors, and vendors to tell us if they believe discrimination, harassment, or retaliation has taken place. It doesn't matter who the offender is or what his or her position is with Bristol. If you feel you have experienced conduct that goes against Bristol's policy or if you have concerns about these issues, you should notify your supervisor immediately. If you do not feel comfortable talking to your supervisor, you can contact your ED or HR.

The Complaint Procedure can be found in HR Manual, BH-HR.0008. You may also contact your supervisor, ED or HR for instructions.

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E. The Investigation

Bristol will look into any claims of harassment, discrimination, or retaliation that are reported to us. We will do this promptly, with care, and with no bias. Bristol asks that you report suspected harassment, discrimination or retaliation in writing; however, it is not required. As part of the investigation, we will interview you and the alleged harasser. In some cases, we may speak with others who might have seen the alleged conduct or who may know something that relates to the matter.

Following any of these interviews, we may prepare a summary of the information given to us by that witness and ask him/her to review and verify the accuracy of the statements made to the investigators.

In some cases, we may place the alleged harasser on paid leave while we look into the claim. We will keep the issues and the people involved confidential to the best of our ability. We will record the information collected and will suggest follow-up actions and remedies if needed. When the investigation is complete, we will generally notify the employee and will move forward with any actions necessary to help prevent the situation from occurring again.

Bristol does not permit any employee to have a lawyer with them in the interviews nor to send a lawyer in his/her place unless local law requires that legal representation be permitted.

F. Responsive Action

If Bristol finds that you have tried to unlawfully harass or discriminate against someone, we will take prompt and appropriate action to help ensure that the workplace remains free of harassing or discriminatory conduct. This action may include, but is not limited to:

- Training;
- Referral to counseling;
- Monitoring;
- Transfer to a different department, unit or shift; and/or
- Disciplinary action. This could include a warning, reprimand, withholding of a promotion or pay increases, reduction of wages, demotion, temporary suspension without pay, or termination of employment.

The above list is not intended to be followed chronologically. Any or a combination of actions may apply depending on the severity or consistency of the behavior.

If the conduct is the act of a non-employee, we will do everything we can to prevent further harassment or discrimination and any retaliation.

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G. Retaliation Is Prohibited

It is against Bristol policy to retaliate against an employee for reporting suspected discrimination or harassment or participating in an investigation. If you feel you are being retaliated against for the reasons stated previously, contact HR.

If you are found to have directly or indirectly retaliated against someone for complaining of suspected unlawful harassment or discrimination or for providing information regarding such allegations during an investigation, your employment will be terminated, unless there are significant mitigating circumstances.

If you retaliate against someone who has reported suspected discrimination or harassment against individuals involved in an investigation, you will be subject to disciplinary action up to, and including, termination of your employment.

1.9 Preventing Violence in the Workplace

Threats and acts of violence will not be tolerated in any Bristol work place. We urge you to avoid any physical confrontation and expect you to help us identify potentially dangerous situations.

Use reasonable judgment, and if you see an act or threat of violence, notify a member of management. Any case of violence, or threat of violence, must be reported to your supervisor, ED, or to HR by following the Complaint Procedure found in HR Manual, BH-HR.0008. You may, but do not have to, make this report in writing or even give your name. We will fully investigate all complaints. It is against Bristol policy for any employee to subject you to retaliation, intimidation, or discipline if you report a threat, in good faith, under this policy.

If an outside party makes a threat against you, please report it. Let your supervisor, ED, HR or the Corporate Compliance Officer (CCO) know right away. It is vital that we know of any potential danger in the workplace. We want to take all safeguards to protect everyone from the threat of a violent act by an employee or anyone else.

An employee's tone, manner, or language that puts someone in reasonable fear of being physically hurt will be considered a threat of violence even if no explicit threat is made. You will have violated this policy even if your words were meant only to intimidate someone and you never intended to act upon the express or implied threat. For example, making a statement like: "why don't we take this outside?" under circumstances where it is reasonably understood to imply an offer to fight away from work would be considered a threat of physical violence.

Physical acts that are not violent in themselves can also be seen as threats of violence if you mean them to or if they have the effect of being intimidating, inflammatory or harmful to someone else. These acts can include, but are not limited to:

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- bumping into
- grasping someone's arm, hand, shoulder, etc.
- grabbing an object someone else is holding onto
- breaking property
- throwing objects
- invading a person's "personal space" in an intimidating or menacing way, even without physical contact, or any other physical contact found to be aggressive in nature.

Conduct that will almost always be found to be workplace violence includes such things as:

- Aggressively/forcefully grabbing another person's arm, shoulder, hand, etc.
- Pushing or shoving
- Hitting/Slapping
- Kicking
- Biting
- Scratching
- Similar physical actions found to be intended to inflict harm or pain on another person.

The Company will promptly respond to any hint or case of violence. If an investigation finds that violence or a threat of violence has occurred, we will take action to prevent it from happening again. In the absence of significant mitigating circumstances, employees found to have engaged in physical workplace violence may have their employment terminated. In cases involving threats of physical violence, discipline, including possible termination of employment, will be issued.

1.10 Corporate Compliance and False Claims Laws

The Federal False Claims Act and other false claim laws state that you cannot make or use a statement that you know is false to get a claim paid or approved. If you violate these laws, you could face large fines and/or be banned from working for federal or state health programs including, but not limited to, Medicaid and Medicare. Criminal penalties are also possible.

The federal laws that deal with these issues are described in United States Code, Title 31, Chapters 37-38, Sections 3729-3833. Each state may have its own False Claims Act and/or laws that apply as well.

The Federal False Claims Act and state laws that are like it have "whistleblower" provisions that protect employees who investigate alleged false claims or who testify or assist in the prosecution of that false claim. These laws protect whistleblowers from retaliation at work. They can also assist you with reinstatement to your job and back pay. A whistleblower, with actual knowledge of an allegedly false claim, can also file a lawsuit on behalf of the government to enforce the False Claims Act.

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A. Compliance with Law and Policy

Legal and ethical standards govern Bristol's business. We have a Compliance Plan (also known as the "Plan") that has been created to help employees and others understand and meet these standards as they relate to the health care services that we provide. We created it to help everyone linked with Bristol to understand their legal duties and to see and stop violations of the law. You will receive training related to this Plan and will be expected to follow it exactly. You will find a copy of the Plan at each location and company office. Make sure you take time to understand what it says.

At orientation, you will learn more about the Plan. We will go over information about the False Claims Acts, whistleblower provisions, and other policies in your mandatory education class. If you have a question about something you think is related to the False Claims Act or a law like it, let us know. You may contact Bristol's Compliance Officer.

II. Starting Employment with Bristol

2.1 Introductory Period

For your first 90 days or 400 hours worked (whichever comes first) at Bristol, you will be in an Introductory Period. This is a time for you to learn the expectations, tasks, processes, and procedures involved in your job and to get to know your co-workers and supervisor. Your Introductory Period is the time when your supervisor will evaluate how well you are suited for your job and how well you "fit" within Bristol's philosophy of care and its culture. This is also the time for you to evaluate whether Bristol fits your needs as well.

At the end of your Introductory Period, your supervisor will talk with you about your job performance and will provide you with a written performance evaluation. The purpose is to provide you with feedback on how successful you have been in learning your job responsibilities. If, after reviewing your performance, your supervisor feels you need additional time to learn your job more effectively, he/she may extend your Introductory Period. Once you complete your Introductory Period, including any extensions, you will be considered a "regular status" employee.

Successful completion of your Introductory Period does not change your status as an at-will employee.

2.2 Anniversary Date

The first day you report to work is your official hire date. It is also your anniversary date. We use this date to determine when you are eligible for certain benefits and to review your performance. If you change positions within the Company, your anniversary date, as it relates to the Introductory Period and performance reviews, will change to the start date of the new position. Your anniversary date, as it relates to other employment areas, will remain your original hire date.

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If you change to a position that allows for Personal Time Off (PTO) and benefits, the anniversary date of the new position will become your start and anniversary date for those purposes.

2.3 Job Description

You will receive a copy of your job description upon hire and at any time you change positions within the Company. This document lists the general duties and tasks that you will need to perform as well as any responsibilities and accountabilities associated with your position. It also notes the physical and mental requirements of your position. It is important that you review the job description and assess whether you are physically and mentally capable of performing the functions of your job. If you have any questions or concerns, you should talk with your supervisor.

As business needs change, Bristol reserves the right to change, modify, add to, or eliminate some of the duties included in your job description. Bristol will provide you with a new copy of your job description if it has been revised.

2.4 Position Types

Bristol has six types of positions. They are:

1. Full-Time
2. Part-Time
3. Casual
4. On-call
5. PRN
6. Temporary

The Recruitment Department (RD) will tell you for which type of position you are being hired. Although you are hired under a particular type, the type may change based on Bristol needs in the future.

Bristol follows the guidelines of the Fair Labor Standards Act (FLSA) and relevant state wage and hour laws regarding employment classifications and how they relate to overtime eligibility. If you don't know how your position is classified, ask your supervisor, the Payroll Systems Manager (PSM) or HR. As job responsibilities change, positions may be reclassified based on those changes.

A. Full-Time Employees

If you are regularly scheduled to work at least 30 hours per week, you are a full-time employee.

B. Part-Time Employees

If you are regularly scheduled to work at least 20 hours per week, but less than 30 hours per week, you are a part-time employee. Part-time employees may occasionally work

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more than 30 hours in a week by picking up additional work shifts. When this happens, the employee is still considered part-time until they are officially awarded a full-time position.

C. Casual, On-Call, PRN, and Temporary Employees

Bristol often requires additional staff to boost its regular work force for certain projects, leaves of absence, vacations, illnesses and other gaps in the work schedule. These additional staff are classified as Casual, On-Call, PRN, and Temporary employees. These positions are generally not eligible for benefits or PTO except as required by state and federal laws or unless otherwise specified in this Handbook.

Casual Employees. Employees who have a regular work schedule that averages less than 20 hours per week are considered Casual Employees.

On-Call Employees. On-call employees are hired to assist patients outside of standard operating hours. They generally carry a pager, answer emergency calls, and are required to visit patients if and when the need arises.

PRN. Bristol may hire employees to work on an “as-needed” basis. They have no set schedule or number of assigned hours of work. These employees may be paid directly by Bristol or may be hired through an employment agency, registry service, or other provider. Generally, PRN employees will make themselves available for work at least three shifts per posted work schedule. These employees will send a written list of dates and times that they are available at least one calendar week in advance of when the upcoming schedule is usually posted or at another time identified by the location.

Temporary Employees. From time to time, Bristol may hire an individual to help complete a specific project or to fill in for an employee who is on leave and expected to return. These people are temporary employees. The length of the job, its duties, and schedule will be determined on an individual basis. Normally, a temporary job will not last longer than six (6) months. Bristol reserves the right to extend the six (6) months if there is a need for the job to last longer, but it does not appear that the position will become a regular position. Temporary employees work “at will” no matter how long the temporary job is anticipated to last. This means either the employee or Bristol can end the relationship before the end of the temporary assignment, with or without a reason.

If an employee is later moved to a regular position that qualifies for benefits and/or PTO, the employee’s waiting period for eligibility will start from the time the employee moves to regular status. If the employee has completed three months of work, the supervisor may waive the Introductory Period with the completion of a successful performance evaluation. If the Introductory Period is waived, the employee may use PTO as accrued instead of waiting for the standard 90 day Introductory Period; however, eligibility for other benefits will remain as if the employee was a new hire.

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D. Concerns Over Classification

If you are classified as an On-Call or Casual employee, and you find that you are regularly scheduled for more than 20 hours a week, or are a Part-Time employee and you find that you are regularly scheduled for 30 or more hours per week for three consecutive months or longer, you can ask your supervisor to review your employment status. Your supervisor will look at your recent work schedule to see if the hours are based on reoccurring needs of the department or are caused by extenuating circumstances such as another employee's time off. Based on this review, your supervisor will make a recommendation to the ED on whether your status should be changed to part-time or full-time to meet the ongoing needs of the department. If your job is not reclassified as full-time or part-time after the review, and you are not satisfied with the reason given, you should contact HR for further review.

2.5 Driver's License and Driving Record

If your work requires that you drive a motor vehicle, you must have a valid driver's license, personal car insurance (full coverage), and an acceptable driving record. Once you are placed in a job that requires you to drive a motor vehicle, you must maintain an acceptable license and driving record as long as you hold the position. You will be asked to give Bristol a copy of your driving record from time to time. If there are changes to your driving record, you must tell your supervisor right away. If you do not tell your supervisor about changes in your driving record, you may face disciplinary action, up to and including termination.

2.6 Drug Testing

Bristol is determined to prevent the illegal use of drugs, alcohol, and controlled substances at our work sites, and therefore, has a "no tolerance" policy. The purpose of this policy is to improve job safety and to ensure that the quality of the care that we provide to our patients is not compromised.

You can be terminated -- or have a transfer or job offer withdrawn -- if a drug screen shows the presence of drugs for which you have no current prescription. The same is true if you come to work impaired, or become impaired during your shift due to alcohol or improper use or abuse of prescribed drugs. "Impaired" means your ability to perform your work properly or safely appears to be affected by the presence of drugs or alcohol in your system. Bristol does not allow you to possess, solicit for, transfer, sell, steal, or distribute a controlled substance or alcohol on its premises including Bristol buildings, parking lots, and other places of work such as, but not limited to, skilled nursing facilities or patients' homes. This includes prescribed drugs for which you don't have a current prescription.

If you are convicted of any drug-related or alcohol-related offense while you work for Bristol, you must notify your supervisor or ED right away.

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As a Bristol employee, you are giving your consent to testing procedures in accordance with Bristol's drug and alcohol policy. Testing may be required under, but not limited to, the following conditions:

- Pre-hire testing.
- When your behavior causes reasonable suspicion.
- As part of a pre-employment agreement.
- When management receives a credible report of improper or illegal use of drugs or alcohol.
- Following an automobile accident or injury in the workplace and/or during hours of work regardless of fault.
- If Bristol suspects that a theft or diversion is drug related.
- If you take prescribed drugs and you exhibit behavior that raises reasonable suspicion that you may be impaired.
- If there is reasonable suspicion that a drug/alcohol screening may have been tampered with.

Workers who take prescription medications are responsible for ensuring that the medications they take do not impair their ability to perform their job duties in a safe and competent manner. If you are required to take a drug test, because you appear to be impaired at work, and you test positive for the presence of a prescription medication that could have contributed to your apparent impairment, you may be subjected to disciplinary action including immediate suspension or termination of employment, even if you have a current prescription for the medication. If you test positive for a controlled substance for which you do not have a current prescription or for which the test results indicate that you likely exceeded the prescribed dosage, we will treat it the same as if you had no prescription.

2.7 Employment of Relatives and Nepotism

Bristol reserves the right to limit the circumstances under which family members may be hired and/or continue employment in the same location or work group. Immediate family includes: parents, siblings, spouse, domestic partner, daughter, son, stepparent, stepchild, in-law, aunt, uncle, niece, nephew, grandparent, grandchild, and members of your household. This policy also applies to individuals in a romantic relationship.

A. Hiring Family Members

In general, your immediate family member will not be hired if doing so would mean that:

- One family member is supervising (either directly or indirectly) the other family member;
- We believe it could create an adverse effect on work performance (yours, your family member's or co-workers'); or

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- We believe it could create a real or perceived conflict of interest, including the perception of favoritism regarding employment decisions including, but not limited to, training, promotions, locations, and so forth.

If we do not believe that employment of a family member will create any of the above circumstances, members of your immediate family may be considered for employment based on their qualifications like any other applicant.

B. Employment of Family Members

Family or romantic relationships may be considered when making employment decisions regarding assignments, transfers, or promotions. If a real or perceived conflict of interest occurs based on these types of relationships, Bristol, at its sole discretion, may reassign family members or individuals in romantic relationships. If a reassignment does not appear to be a viable option, we may determine that one can no longer be employed.

There may be times when two employees become immediate family members or they start a romantic relationship only after they have been hired. In these cases, both individuals may keep their jobs as long as a real or perceived conflict of interest does not occur. We will make reasonable efforts to assign job duties so as to minimize real or perceived concerns related to the employment of employees with these types of relationships. If we believe that the relationship is having an effect on operational efficiency, safety, security, or employee morale, we will discuss these concerns with both employees. If it is determined that there are no other acceptable options, one or both employees may resign or be terminated. The ED, in coordination with HR, will make a final decision concerning who will remain employed based on business needs.

C. Fraternalization

Bristol believes that romantic relationships between a supervisor and his/her subordinate can seriously impact the successful operations of the business. Therefore, direct and indirect supervisors who engage in romantic relationships with their subordinates will face disciplinary action up to and including termination. Subordinates may also face termination depending on the circumstances surrounding the relationship. If an employee feels he/she is being coerced into a relationship, the employee should report the matter to the ED or HR immediately.

III. Hours of Work and Overtime

3.1 Time Records

All Bristol employees are required to record their time and attendance in the manner appropriate for their location and/or position. You will be notified on your first day of work how and when to record your time. Time and attendance records are Company records and

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must be completed accurately. You must use care to accurately record all of your time worked and any absences for which you are paid.

For all locations currently utilizing the timekeeping system, all hourly employees are required to clock-in and clock-out using the appropriate timekeeping system. Hourly staff will either utilize the Bristol provided cell phone to access the Mobile application, or, if you are an hourly office staff member, you will access the timekeeping system via your desktop computer for all hours worked. You are responsible for your own time punches and accurate tracking of your time.

You will clock in as soon as you begin working for the day. Since lunches are not hours worked, you will clock out at the beginning of your lunch and clock back in once you return. You will also need to clock out at the end of your shift. Once you clock out at the end of the shift, you should not perform any other work without prior approval. If you are approved, you must clock back in. If it is a patient emergency, you will be considered approved to clock back in.

You may not “clock-in” or sign out for anyone else, and they cannot “clock-in” or sign out for you. You will be subject to disciplinary action, up to and including termination, for falsification of a timecard if this occurs.

If you forget to clock-in or out for a shift, you need to complete a “Time Card Adjustment” form and have it approved by your supervisor. Once the adjustment is approved, you will submit the form to your Business Office Manager (BOM). Using the Time Card Adjustment form ensures that you are paid accurately for all the time that you work. More than two missed punches per pay period are considered excessive and may be cause for disciplinary action. Missed punches caused by time keeping system failure will not be counted as a missed punch. All staff using the cell phone application will need to review the individual “time card” daily to ensure accuracy of hours worked. Training and instruction on your location’s payroll system will be provided during your new hire orientation.

Depending on the location you are employed with and whether the timesheet approval process is manual via real signature on hard copy or electronic. You will approve your time card in one of two ways, either by signing into the timekeeping system and approving your timecard electronically or by physically signing the “Employee Agreement Time Detail”. Both of these methods indicate that the time being approved is true and correct and there has been no time worked that has not been indicated on the timecard you are approving.

Your signature on these documents certifies that there is no additional time owed to you and that you understand how to correct errors to the time listed. Bristol employees should ***never*** be asked to work “off the clock.” If you feel pressure to work off the clock, you must immediately notify your ED, HR or the Corporate Compliance hotline at (877) 874-8416.

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Exempt and salaried employees must provide an accurate “Employee Attendance & PTO Record” form at the end of each pay period. This form must show all regularly scheduled time missed during the pay period and must be approved by the supervisor.

3.2 Work Schedule

It is vital that we provide quality care to our patients and others we serve 24 hours a day, seven days a week, every day of the year. Unfortunately, erratic demands make it difficult to provide a “set-schedule” at all times. We will try to give you a stable and predictable work schedule, but a “set-schedule” is *never* guaranteed. Your supervisor or other designated individual will schedule your shifts, breaks and meal times in a way that best meets the needs of the location and its patients. If you have questions about your work schedule, talk with your supervisor or the ED.

We try to post the next month’s work schedule by the 20th of each month. This may vary from one month to the next based on the current census and needs of the program. Once a schedule is set, Bristol will make every effort to commit to that schedule; however, as patients’ needs change, schedules may change accordingly.

A. Weekends

Most Bristol locations are staffed every day around the clock. This includes weekends and holidays. Employees should expect to rotate through weekend and holiday shifts. This is true for clinical staff in particular. If you have a written understanding that you would not be required to work weekends at the time you were hired, Bristol will attempt to provide you with at least 30-days’ notice before you begin rotating through weekend shifts. However, this may not always be possible.

B. Low Census Days Off

Sometimes a location has fewer patients than expected. We call this a low census. When this happens, some employees may be “called-off” work for all or part of their scheduled shift. Your supervisor will make every effort to notify you of a change in your schedule at least the night before your shift. If this happens, you can choose to use PTO hours you have available in your PTO bank to cover the time missed. Hours lost due to low census will be applied fairly among staff in the same job class, provided skills and abilities are not considered to be overriding factors.

3.3 Meal and Break Periods

Bristol wants to ensure that all employees receive adequate rest and meal breaks throughout the workday. If state and local laws require a more stringent time frame, the law supersedes this section of the Handbook. If you have questions regarding meals and breaks, talk with your supervisor or ED.

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A. Rest Breaks

In general, you should take a 15-minute paid rest break for every four hours of your work day. If you work an eight hour shift, your two rest periods should be scheduled at two different times. One rest break should be scheduled approximately half way between your start time and your meal period, and the other one should be approximately half way between your meal period and the end of your shift. If you work in the office, you should schedule your breaks in advance with your supervisor and/or co-workers to ensure that the office is covered. You should not combine your breaks or take them in the first or last hour of your shift. You cannot use your breaks to offset or extend an unpaid lunch.

You do not need to clock-out and back in for your paid rest breaks. Rest breaks do not reduce the amount of paid time off you earn. If you feel you or your co-workers are unable to consistently take your 15-minute breaks each shift, you should discuss this with your supervisor or ED. If the problem isn't resolved, you should contact HR.

If you work at a standard work station, you need to stay on the premises during your 15-minute breaks. The premises include the designated smoking area, if available, or other designated outdoor areas on Bristol property. You can only leave the premises with prior approval.

Smoking is allowed during breaks and lunch in accordance with the smoking policy in this Handbook, section 6.7 and state or local laws. If you have questions regarding the break requirements for your state, contact your supervisor, ED or PSM.

B. Meal Periods

If you are scheduled for a shift that is five hours or more, you are eligible for at least a 30-minute, unpaid meal period. Each location has a designated place where employees can eat without interruption. Meals should not be eaten at your workstation unless you get prior approval from your supervisor. Your meal break will be taken at a time determined by the needs of your department. Unless specifically requested by Management, **do not perform any work during your meal period**. Hourly employees in California and Oregon **must** take a meal period as stated in this section of the Handbook. Please see your location specific guidelines on required lunch breaks. It is important that you return to work on time at the end of your meal period.

If you have a standard work station, you can leave Bristol premises during your meal breaks. If you choose to leave the premises, you need to let your supervisor know. You must return within 30 minutes unless your supervisor has approved otherwise.

Some locations may require that you take an hour lunch to ensure coverage during working hours. If you don't know how much time you should take for lunch, contact your supervisor or ED.

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C. Nursing Mothers

If you are a nursing mother, Bristol will provide a reasonable amount of break time for you to express breast milk for your infant child. We will try to provide you with the use of a room or other location to express milk in private. If possible, the break time should run concurrently with your normal rest or meal breaks. If you need additional break time beyond your normal rest breaks to express milk, you should clock out and back in for any additional time or complete a Time Card Adjustment form so that time will not be paid

3.4 Show-Up Pay

Employees who report to work for a scheduled shift and are “called off” due to low census, overstaffing, or for other non-disciplinary reasons will have two options:

- You can take one-hour’s pay at your regular rate and be released from the remaining hours of your shift. This is called “show-up” pay.
- You can “clock-in” and work for at least two hours in an area where Management directs you. This work may be outside your regular position or department. If you choose this option, you may be required to stay for the entire shift at the discretion of Management.

If state or local law differs from this policy, the state or local law will be followed regarding show-up pay.

3.5 Working Hours

Bristol’s standard workweek starts at 12:00:00 a.m. on Wednesday morning through 11:59:59 p.m. Tuesday night of the following week. Your work hours will vary depending on your position and location. Your work hours will be directed by your supervisor or ED. All work hours must be reported whether they fall within your standard work hours or not.

3.6 Overtime Pay

If you are paid on an hourly basis, there may be times when you work overtime. Overtime pay is regulated by both federal and/or state laws and is paid accordingly. If you have questions on how overtime is paid in your state, you may contact the PSM for clarification.

In addition, overtime regulations for your area are posted in the common areas of your location.

While Bristol will pay you for any and all time you actually work, extra hours and overtime must be approved in advance by your supervisor. If a patient is in crisis or in an imminent death situation, approval will be presumed. Failure to get pre-approval will not prevent you from being paid, but could result in disciplinary action. It should be noted that failure to accurately record all time you actually worked (working off the clock, or failing to submit a

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Time Clock Adjustment form for a meal period actually worked) may also result in disciplinary action.

Time Clock Adjustment forms are only intended to be used if there is a failure in the Kronos Mobile System. Although we understand that there are other circumstances that may contribute to a failure to clock in and out, they should be few and far between. All hourly employees are expected to clock in and out on the Kronos system in an accurate and timely manner.

IV. Pay - Payroll and Personnel Records

4.1 Bristol's Compensation Philosophy

Bristol believes in paying employees fairly. When deciding what to pay, we look at the:

- Local labor market for similar jobs
- Employees work performance and experience
- Company's financial performance and budget
- Employee equity

Generally, Bristol considers changes to employees' wages once a year; however, annual pay increases are never a guarantee.

4.2 When Do I Get Paid?

Bristol pays employees every two weeks (bi-weekly). If the normal pay day falls on a federal holiday, your pay check will be issued one workday before the regularly scheduled date. Bristol creates a payroll schedule which is available at your location. If we need to change the normal pay schedule, we will let you know about the change in advance.

A. How Do I Get Paid?

Employees have two payroll options. You can complete a Direct Deposit Form and have your wages deposited directly into a bank/credit union account of your choice; or you can use a pay card that will be provided to you during your first week of employment. You can discuss your payroll options with the PSM or your ED.

You will receive your first paycheck as a manual check, but subsequent checks will be by direct deposit or by pay card depending on your preference. After receiving your first paycheck, your check stubs can be accessed online. To access your payroll information, you can register for ADP I-Pay after receiving your first payroll deposit. Instructions on how to register for ADP I-Pay are available at your location. Each location has a computer terminal available for employees to access their pay stubs and print a hard copy if they choose.

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B. What If I Lose My Paycheck/Pay Card?

If you lose your paycheck or pay card, it is important that you notify the BOM for your location as soon as possible. If you lose a live paycheck, a replacement will be processed three (3) business days after a stop payment is placed on the lost check. This notification must be submitted, in writing, before a replacement check or pay card can be issued. Please be aware that if you lose a paycheck, you will be charged the “stop payment” fee of \$25.00. This will be deducted from the replacement payroll check.

If you find the lost check after you have notified the BOM that it was lost – **DO NOT** attempt to cash the original check without approval from Bristol. If Bristol discovers that you have endorsed a check that was reported lost without permission, you will be required to pay the amount of the replacement check back to the Company within 24 hours, and you may be subject to disciplinary action including termination.

If you lose your pay card, you should call the pay card company, ADP Money Network, at 866-402-1237, and advise them of the lost card. The pay card company will cancel the existing card number on your account and issue you a new pay card. The card will be mailed to you. There are no adjustments required within the Bristol payroll system for the loss. You location **cannot** assist you with the loss of a pay card; it is your personal property and you must contact the pay company directly.

C. Final Pay

If you resign from Bristol or are involuntarily terminated, you will receive your last pay check in accordance with your state’s Department of Labor guidelines. The final payment will be delivered in one of three ways.

- As a standard direct deposit into your existing bank account on your regularly scheduled payroll date.
- In person at your location.
- Sent to your home at the address last reported on our system. Any check sent to your home address will be sent UPS with signature required.

If you are eligible to receive payment for your remaining PTO balance, the hours will be included in your final paycheck. If you owe money to the Company at the time of termination and have authorized us, in writing, to deduct the amount owed from your final paycheck, the amount will be withheld from your last check unless other arrangements are made.

4.3 Errors in Pay

Every effort is made to ensure that your paychecks are correct. If you believe an error has been made (either as an over- or under-payment), you must tell your supervisor right away. He/she will look into the problem and any needed change will be made promptly. If we have

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paid you more money than you are owed, we may ask you to sign a form that lets us deduct the extra money from future paychecks.

Payroll errors are uncommon as you are required to validate/sign and approve your bi-weekly timesheet. Incorrect timecards **should not** be signed or approved.

4.4 Personnel Records

It is important that Bristol keeps up-to-date company records. To ensure that our records are accurate, we need you to notify your supervisor and the PSM if you have any changes in the following:

- name and/or marital status
- address and/or telephone number
- number of qualified dependents
- W-4 deductions
- direct deposit information
- emergency contact information

Bristol will allow you to review your personnel file with reasonable advance notice, generally within 24 hours. You can do this during normal business hours of the department that keeps those records. If you require copies of any of the documents in your file, we will be happy to accommodate you. Bristol may ask for a standard copy charge for each page copied. You will not be allowed to remove any of the files from the vicinity. If you want to request that certain documents be removed, you must submit your request in writing to the ED and HR.

4.5 Your Medical Records File

We keep your medical records, including drug screenings or any health screening results, confidential and separate from your personnel file. We do not give out any medical information about you unless it is required for benefit administration or other work related reasons. If you need your medical file released for any other reason, you must sign a release form.

V. Your Benefits at Bristol

Bristol believes that a good benefit program is a great investment in our employees and we strive to offer a comprehensive benefit program. We review the benefits program on an annual basis and make appropriate modifications that best serve the Company and its employees. These changes generally occur on a yearly basis; however, Bristol reserves the right to change, add to or to take away benefits at any time. Unless limited by law, we reserve the right to change the employee portion of the premium or cost for these benefits. If we must change premium costs, we will give you at least 30 days' notice.

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5.1 Eligibility for Benefits

As a Bristol employee, you will enjoy the benefits explained in this Handbook as soon as you meet the eligibility requirements for each benefit. Coverage is offered to you, and in some cases to your dependents, as defined in the benefits summary information. This information is provided to employees as part of the new hire process and during open enrollment.

There is generally a waiting period before you are eligible for benefits. Most benefits are provided only to employees who are regularly scheduled for 30 hours or more per week. Part-time and Casual employees may be eligible for certain pro-rated benefits. On-Call and Temporary employees are not eligible for benefits that are not provided by law to all employees.

5.2 Service Credit

Eligibility for each benefit is based on required waiting periods. If you worked for a location or company that was bought by a Bristol subsidiary, we may give you service credit for the time you worked for the previous company. Service credit is only given to employees who are hired as a result of an acquisition, and they must have performed work within 30 days of the date they transfer to Bristol. If you worked for an entity that was acquired by Bristol but were not employed by them within 30 days of that acquisition -- you will not receive service credit.

5.3 Summary of Benefits

We provide some benefits to you at no cost; however, other benefits we offer require you to pay a portion or all of the premium cost. When you select benefits that require you to pay a portion or all of the premiums, you are agreeing to have that amount taken out of each paycheck as an automatic deduction. You should receive a benefits brochure upon hire or when you change into an eligible status. You must enroll in benefits as soon as possible, but no later than 31 days. If you have not received the brochure, please contact your BOM, ED, or HR.

A. Health, Dental & Vision Plans.

Bristol offers basic health insurance plans for employees who are regularly scheduled for 30 hours or more per week, their spouses, and dependents. Bristol assists the employee by paying part of the premiums costs for these benefits. What we pay depends on:

- the plan you select;
- its overall cost;
- whether you are the only one covered or whether you cover your spouse and/or dependents;
- the location where you work; and

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- any legal restrictions.

We also offer dental and vision insurance to part-time and full-time employees, their spouses, and dependents for which the employee pays the full premium. Employee and Bristol contributions toward medical, dental and vision plans are posted each year during open enrollment.

Eligibility / Waiting Period:

Qualified employees are eligible for health and dental plans on the first day of the month following 30 days of employment.

B. Life Insurance and Accidental Death and Dismemberment

Bristol pays for \$10,000 coverage for licensed and professional staff, and \$5,000 for all other staff. You can purchase additional insurance, but you may need to show evidence of insurability for large amounts.

C. Flexible Spending (Section 125) Account (FSA) and/or Health Savings Account (HSA)

Bristol employees may choose to participate in a Flexible Spending Account or Health Savings Account depending on the health insurance they carry. Each of these accounts allows you to pay for qualified medical, dental, vision expenses with pre-tax dollars. The FSA also allows you to pay for dependent care with pre-tax dollars. You become eligible for these plans at the same time as the health insurance.

D. 401(k) -- Tax-Deferred and Roth Savings Plans

401(k) plans allow full-time employees to defer part of their pay to a special savings plan. The amount that you can defer is detailed in the enrollment packet.

Eligibility / Waiting Period:

- You must be 21 years of age.
- There are two enrollment periods each year in December (for January) and June (for July).
- You must work at least one hour before the end of the enrollment period in order to enroll during that period. Otherwise, you will be required to wait until the next open enrollment period.
- All new hire employees who are eligible to participate in the 401(k) plan will automatically be enrolled at 2% of their income. The employee has 31 days to change the enrollment through self-service; however, the employee may submit a paper form to change the enrollment as long as they do so within the first 32-90 calendar days. If the enrollment is not changed within these timeframes, the employee will have to wait until one of the open enrollment periods to make changes.

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E. Additional Benefits

In addition to the benefits listed above, we offer other benefits you may consider. They include supplemental life insurance, short- and long-term disability, and catastrophic health plans. These benefits change from year to year, so you should check with the HR Wellness Specialist for information on the current plans being offered.

Once you enroll in any of these benefit plans, you will receive summary plan descriptions or be given a website address where you can find plan documents that describe your benefits.

5.4 Benefit Plan Documents

The providers of our employee benefits give the specific detail of their plans in a document called the Summary Plan Document. You can see a copy of these plan documents at your location, through HR, or on Kronos. You should look at the Summary Plan Document to learn details about the benefits, including costs, coverage, deductibles, and more.

5.5 Paid Time Off (PTO)

To assist employees in a healthy life/work balance, Bristol provides eligible employees with personal time off (PTO). The amount and rate at which you accrue your PTO will depend on the position you hold and credited years of service. The Bristol PTO Policy can be found in the HR Manual, BH-HR.0047. Bristol periodically reviews the PTO policy, including accrual rates, and reserves the right to make changes as needed. Employees will be notified of any changes to PTO policy and/or the accrual rates.

A. How Do I Accrue PTO?

You were notified of your original accrual rate at the time you received your offer of employment. The rate given was based on current accrual rates per hour of paid time and the category of your employment. If you are unsure of your current accrual rate, you should contact your supervisor, ED, or the PSM.

PTO is based on hours worked for that pay period, including holidays and used PTO, not to exceed 80 hours per pay period.

Although PTO is accumulated on an hourly basis, it is not available until it is posted at the end of the pay period. You cannot be paid for PTO accrued during the same pay cycle it was earned.

Bristol periodically reviews PTO rates and reserves the right to change the accrual rates based on Company needs.

B. How Do I Request Planned PTO?

Bristol provider locations must be staffed 24 hours a day 7 days a week including holidays and weekends. This takes planning, so it is important that you submit a PTO

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Request form to your supervisor as soon as you are aware you will need to take leave. Bristol requests that you submit the form 30 days in advance but 14 days at a minimum. That way, your supervisor has the opportunity to schedule staffing in your absence.

Your supervisor will try to grant your request for PTO; however, the PTO request cannot unreasonably interfere with Bristol operations. Your supervisor will respond to your request within one week of submission. If your leave is denied, your supervisor will provide you with a written explanation.

There are times when several employees may request the same time off. Generally, the first person who requested the time will receive preference; however, if the request is over a holiday and several people have submitted a request, the supervisor may only offer you a portion of the time off requested. If you have had a previous holiday off, your supervisor may decline your request to allow other employees the same opportunity regardless as to whether you submitted your request first.

Under some circumstances the supervisor may have to rescind approval of your leave. This would include, but not be limited to:

- Insufficient leave balance
- Previous requests for leave by other employees
- Insufficient time to schedule other staff to cover in your absence
- Business needs conflicting with the time you're requesting
- Unfilled vacancies or inadequate staffing available

If leave is approved, it is your responsibility to ensure that you have sufficient leave to cover your request. If you take leave, and you do not have sufficient leave to cover your time off, you may be subject to disciplinary action.

C. Unplanned Leave

There may be times when you do not have advance notice and cannot come to work including, but not limited to illness, injury, and family emergencies. Unless prohibited by law or for time missed because of low census, Bristol will automatically use the hours in your PTO Bank any time you miss one (1) hour or more of a scheduled shift. The hours deducted from your PTO Bank will be based on your scheduled hours of the missed shift. You may not take more time off than can be covered by your available PTO unless you have written permission to do so.

If you call in sick or are unavailable for a work shift, you are expected to complete a UPTO form on your first day back to work. This should be submitted to your supervisor for approval and submitted to your local BOM or the PSM (if you are at the corporate office).

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If you work an unscheduled shift, at the request of Management, in the same pay period that you miss a scheduled work shift, you may choose not to use your PTO Bank to cover the missed shift. You must provide a timely request to your supervisor to avoid the deduction. If you do not work an extra shift at the request of Management or if you do not submit a timely request to your supervisor, your PTO hours will be used. If you miss three or more consecutive shifts because you are sick or injured, you will need to submit a doctor's note. In that note, the doctor should state that you were unable to work, the dates you were unable to work, and the date that you are released to return. If you have any restrictions when you return, those should be annotated as well. If there are concerns regarding your use of unplanned leave, management may require that you provide a doctor's note for absences less than three days.

You could face disciplinary action if:

- You misrepresent why you need unplanned leave
- You show a pattern in unplanned leave
- You call out prior to or the day before or after a holiday
- You take time off without sufficient leave to cover the absence

D. What if I am an Exempt Employee?

Exempt employees request planned leave as described in Section 5.5B of this Handbook. An exempt employee will use PTO for any regularly scheduled work day where they do not work at least four (4) full hours. Exceptions to this rule can only be granted by the ED and the VP in coordination with HR. The flexibility to work partial days without the use of PTO is provided with the understanding that the employee will meet their job responsibilities, will not abuse the privilege, and that partial work days will be an exception rather than a typical pattern of behavior, regardless of total hours worked in a workweek.

Exempt employees cannot utilize the partial work day exemption on the day before or the day after either a designated holiday or a PTO day that the employee has scheduled unless previously approved.

E. Holidays

Bristol locations offer a minimum of the following holidays. Different locations may have additional holidays, so contact your supervisor or ED to clarify what holidays apply to your location.

New Year's Day	Independence Day (4 th of July)	Memorial Day
Labor Day	Thanksgiving	Christmas

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F. What if My Employment Status Changes?

If you change from a non-eligible status to an eligible status in the same position or if you move to a new position and become eligible for PTO, you will begin accruing PTO in accordance with established policy. However, if you have moved to a new position, it is strongly recommended that you do not use your PTO while in your introductory period. Nevertheless, it is there for your use once accrued.

If you move from one eligible position to another eligible position, and you have already been accruing and using your PTO, you may continue to use your leave accordingly.

If you move from an eligible employment status to a non-eligible status such as an hourly “on-call” or “PRN” position, your accrued PTO will be paid out in accordance with Bristol’s PTO policy on the first full pay check following your status change.

Exceptions to this rule may be applied if required by state or local laws.

G. What is the Extended Illness Bank (EIB)?

The extended illness bank is not the same as PTO. Bristol started the PTO program in 2010. At that time, it transferred the existing sick leave balances of existing employees to the EIB program. The EIB may only be used for the serious, extended illness of an employee or immediate family member, and only after the employee has used 32 hours of his/her available PTO.

The PTO rules related to PTO use and cash out **DO NOT** apply to EIB. The value of hours in an employee’s EIB is not paid when he/she leaves Bristol. Exceptions to this policy may occur if required by state or local laws, rules or regulations. Please contact the PSM for clarification of the laws for your state.

Employees who do not have an EIB balance at the time this Handbook is established will not be eligible for EIB.

H. Can I Donate My PTO to Someone Else?

Employees may donate a portion of their PTO to a central PTO Donation Bank if they want to assist employees who may experience serious medical issues or family emergencies. The donation is not made to a specific individual, but will be placed in a general bank. The leave will then be disbursed to employees who submit a formal request for a PTO donation and are found eligible by the PTO Donation Committee.

To donate PTO, an employee must have at least 40 hours of leave left in his/her individual PTO bank and he/she must not have borrowed PTO from the Donation Bank within the last twelve (12) months. The employee may not donate excess leave over the carryover cap.

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An employee may request a PTO donation by submitting a Donation Request form to his/her ED who will bring the donation requests to the Committee for approval. The Donation Committee consists of the local ED, VP, PSM, and HR who will review the request for approval. The PTO Donation will be considered under the following conditions:

- The requesting employee has exhausted all of his/her PTO;
- The employee previously managed his/her PTO in an appropriate manner;
- The donation is for a serious medical issue or family emergency; and
- There is sufficient PTO in the Donation Bank to cover the request.

Other things to remember are:

- The Committee will only approve up to 40 hours of leave per request.
- The Committee may only approve a portion of the requested leave if the Donation Bank is low on donated hours.
- The PTO will be paid at the requesting employee's salary rate, hourly or weekly, depending on the position and the amount of donated leave approved.
- The employee may request additional hours as needed; however, initial requests will be considered first.
- Donations cannot be set aside for specific employees or locations.

I. What If I Leave Bristol?

If you leave Bristol, you will be paid for your unused PTO hours in accordance with the PTO policy, BH-HR.0047, as well as state or local laws, rules or regulations.

5.6 Bereavement Leave

Bristol recognizes the need for time away from work in instances of personal loss. Should a death occur in the employee's immediate family as defined below, he/she will be granted up to three days off, with pay, for hours that he/she would have normally been scheduled to work.

Requests for Bereavement Leave should be submitted the first scheduled workday following the death of the immediate family member. Immediate family members include the employee's:

- Spouse
- Child
- Parent or parent-in-law
- Grandparent or grandparent-in-law
- Grandchild
- Daughter-in-law or son-in-law
- Step-parent or step-child
- Brother, sister, step-brother or step-sister
- Brother-in-law or sister-in-law

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- Any relative who lives with the employee

If you want to be granted Bereavement Leave for someone who is not part of the list provided -- for instance for an aunt or uncle who raised you or for your long-term domestic partner -- you may submit a written request to your ED or supervisor. In the request, you should explain why you think the leave should be granted. The ED will notify the employee of his/her decision after coordinating with HR.

If you need an excess of three days, you may request a leave of absence or use accrued personal time off with the approval of your ED and HR.

In cases of the death of friends or other relatives, you will need to use PTO hours to be paid for this time. If you do not have enough hours in your PTO Bank, the time off would be without pay.

Pay for bereavement is based on the regularly scheduled hours of work for that day. If a holiday or part of your vacation occurs on any of the days related to the funeral, bereavement leave will replace your scheduled PTO hours.

5.7 Jury Duty

Bristol believes it is your civic duty to report for jury duty when you are called. If you are called for jury duty, you must tell your supervisor within 48 hours of receiving the summons so that, if necessary, arrangements can be made to cover your shift.

To avoid the loss of income because of jury service, Bristol will pay you for up to eight (8) hours per day or the amount of hours you would normally work if less than 8; however, you will be required to endorse the check for jury duty and submit it to the BOM at your location. The BOM will then submit the check to the PSM for processing. If you work at the corporate office, you will submit the check directly to the PSM. You are expected to come back to work on any day that you do not need to serve on the jury.

To receive jury duty pay, you must provide the jury duty statement, which includes the pay you received from the court, prior to the end of the pay period. You will submit the document to your supervisor with a copy to the PSM. You can get this document at the court. Time you spend on jury duty will not be charged against your accrued PTO.

If you work a night shift, you may ask your ED for jury duty leave for the day before you need to report to the court if the time between your shift and the court proceedings does not allow you reasonable time to rest. Your ED may choose to excuse you from a partial shift, if this will allow you a reasonable rest time before you need to report for jury duty.

5.8 Workers' Compensation Benefits

All employees are entitled to Workers' Compensation insurance coverage. This coverage is automatic and immediate. It protects you if you are injured on the job. An on-the-job injury

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is defined as an accidental injury that you suffer in the course of your work or an illness that is directly related to the duties you perform. Bristol pays for the cost of this insurance. If Bristol's Workers' Compensation provider determines that you have a job-related injury or illness, it may pay for medical bills related to the injury/illness and may pay you part of your income until you can come back to work. Decisions regarding Workers' Compensation insurance are made by Bristol's Workers' Compensation provider not by Bristol.

Prompt reporting is the key to prompt benefits. All injuries or illnesses that occur while you are working must be reported to your supervisor right away. Report every injury, no matter how slight to make sure you receive the care and benefits you need and to help Bristol improve its safety program.

Check with your supervisor or HR to learn more and get details about Workers Compensation rules. Notifications are also posted in the common areas of your location.

Before you can return to work after a work-related injury, you need to report to your supervisor and provide a doctor's statement or a Return to Work form approving your return and stating any restrictions that may apply in performing your job functions.

A. Light- or Modified-Duty Program

Bristol has adopted a "No Time-Loss Philosophy." This means that if you are hurt on the job, we will make a good faith effort to help you get back to work using our Bristol Modified Duty program regardless of your restrictions. Our Modified Duty program allows us to structure your job duties in a way that will help you recover. We will work with your health care provider to learn what you can and cannot do at work. Then, we will attempt to assign you job duties consistent with your doctor's restrictions. For example, if your recovery is best accomplished by changing your work schedule, shift, or types of duties, those changes will be made to your day-to-day job. The job responsibilities may or may not apply to your current job title.

While you are on light or modified-duty, Bristol expects you to gradually increase the types of job duties you can perform until you can perform all your job functions without restriction. Light or modified-duty assignments are, therefore, generally intended to last no longer than 90 days. Extensions beyond 90 days will be reviewed on a case-by-case basis and will depend upon your progress and anticipated date of return to full, unrestricted duty.

If you are injured at work, you need to keep your supervisor updated on your recovery process. We will have you give your health care provider a copy of our Modified Duty Program and your job description. We will also give you a sample Release and Functional Capacities Evaluation form which your provider will fill out.

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If you are hurt on the job and leave to get treatment, you must return once your care provider releases you. If you are released during your scheduled shift; you must come back to work and check in with your supervisor. He or she will give you work duties that can be done given any restrictions that are noted by your care provider. If your exam and care lasts beyond your present shift, and you are physically able, you must call and speak with the ED or your supervisor even if it is after hours.

This Modified Duty program is meant for and applies only to staff who suffer an on-the-job injury or illness that results in a short-term disability. If you have a non-work related condition that brings about a disability, you are not eligible for this program. Employees that have an ADA qualifying disability may ask for reasonable accommodation so they can still do the essential functions of their jobs.

5.9 Educational Assistance and Tuition Reimbursement

Bristol wants to encourage employees who possess a desire to improve themselves and their positions with Bristol through continuing education. To encourage and reward these individuals, Bristol offers an Educational Assistance benefit to full time employees who have been employed by the Company for at least one year.

A. Degree, License, and Certification Programs

Full-time employees, continuing their education in a job-related field, can be reimbursed up to \$1,250 per rolling calendar year. The reimbursement must be applied to registration fees, tuition costs, and the cost of books in an approved educational program.

If you are interested in applying for education reimbursement, you need to fill out a Tuition Reimbursement Request packet. Your request packet must include your supervisor's recommendation. Your request must be approved, in advance, by your ED for each school quarter/semester.

Once your ED receives your request, he/she will review the documents provided and decide whether to approve the request. The ED will decide the amount of reimbursement that will be made (up to the \$1,250 per year maximum) and the number of hours that must be worked by the employee while they are in the program (this may reduce your regularly scheduled hours below full-time while enrolled in classes, but you may be required to pick up additional weekend and/or Holiday hours to maintain as close to a full-time work commitment as possible). You will need to receive a grade of a C or better to get reimbursed. Requests for reimbursement must be completed with all the necessary documentation within 30 days of the completion of the course.

If you request reimbursement, Bristol asks that you commit to working one (1) month for each education credit paid following the completion of the course. For example, if you are reimbursed for a 3-credit course, you would be expected to work for 3 months. If you

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resign prior to completing the commitment, Bristol may require reimbursement on a pro-rated basis.

B. Seminars

Employees are encouraged to participate in seminars and Continuing Education courses that add to their skills in their chosen position. If you learn about a seminar that you feel can add to your skills, please notify your supervisor. Participation in these seminars can be limited, so it is important that you notify your supervisor about your interest in attending as early as possible. This will give them time to adjust the work schedule to accommodate your request.

Approval for seminars that are reimbursed by Bristol will be based on the available budget for the location and must be pre-approved. If you are taking a pre-approved seminar in order to receive continuing education credit, you will need to give your supervisor a copy of the Continuing Education Credit Certificate (or other document). We will add this to your personnel file. To get Tuition Reimbursement for a Continuing Education seminar you must:

- Submit a request, in writing, to your supervisor that explains the course, how it benefits you in your current and/or potential position, and its associated cost including the cost of materials and registration. All reimbursement must be approved before you sign up for the course.
- Your supervisor will let you know if the course qualifies for the Tuition Reimbursement Program and how much you will be reimbursed.
- You must turn in your request for reimbursement and receipts within 30 days following the seminar.

C. General

Reimbursement is only considered for seminars or programs that lead to a degree, license, or certification. The course or seminar must be job-oriented and it must be offered by an approved education or training institution.

In addition to outside education, Bristol may also arrange training programs that help you to progress in your technical knowledge of our business. We encourage you to participate in these training opportunities. Other educational assistance programs and the requirements for participation may be announced from time to time.

VI. Human Resource Policies & Work Rules

The guidelines in this Handbook are not comprehensive and do not represent all HR policies and/or guidelines. Employees may consult the Bristol HR Manual for more information on these and other human resource guidelines, processes and procedures.

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6.1 Respectful Work Environment

As an employee in a team environment, you are a key part of this Company's success, not simply an employee. We believe that our employees are a great source of innovative ideas, and if we work together, we can find solutions to issues that arise. We trust you to be honest and straightforward in discussing your concerns. If you have concerns, talk with your supervisor or HR.

Bristol is committed to open, frank, and respectful communications with our employees. We believe we can best serve our patients, patients' family members, and employees by working with them directly without the involvement of a third party. Bristol believes that dealing with concerns through a third party puts distance between Bristol and its employees. We believe that third parties will not be needed as we establish a culture of:

- Mutual respect
- Teamwork
- Shared accountability for results
- Dedication to customer service

Bristol recognizes employee rights under all federal laws.

6.2 Safety

Bristol is committed to the safety, health, and security of all patients, employees, visitors, and volunteers. We must comply with the laws that regulate injury and accident prevention and employee safety. It is up to each of us to create a safe working environment. Bristol will follow safety and health practices that are consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, ask your supervisor for help. If you think there are unsafe conditions at your workplace, tell your supervisor or your ED. If you see an injury or if you are injured while at work; report it right away.

6.3 Accidents and Emergencies

We must work together to keep our work place safe. We encourage employees to talk with their co-workers and their supervisors about safety issues. If there is an accident or an emergency, contact your supervisor or the nearest supervisor, right away. Call 911 if needed. If you are injured or become ill at work, we will provide care, first-aid, and emergency service as needed. If you are injured on the job, Bristol provides coverage and protection in compliance with Workers' Compensation laws. Workers' Compensation is covered more extensively in Section 5.8 of this Handbook.

6.4 Company Searches

Bristol reserves the right to search any Company property or vehicle at any time. If the Company has reason to believe that you have violated Company policy, an authorized employee may search and inspect Bristol property and equipment as well as personal items brought onto or stored in a Bristol location. This includes a search of private vehicles,

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lockers, or other spaces that are individually assigned. This search may also include pockets, purses and wallets, briefcases, cars and trucks, shopping bags and boxes, and removable clothing. If we ask to search you, we will treat you with respect at all times and will not subject you to undue embarrassment. We may ask you to take off a coat, sweater, lab coat, or similar type clothing so that we can inspect it. We may also ask you to turn your pockets inside out. We will not do any form of body searching. If you refuse to cooperate in a search, inspection, or investigation, you may be subject to disciplinary action. Bristol may apply its right to inspect all packages and parcels that come in or leave our locations.

6.5 Entering and Leaving the Premises

There are certain entrances and exits that our employees can use. You will learn about these during your orientation. You will also learn about unauthorized areas in your location, if there are any. If you expect visitors, such as clients, patients, patients' families, or friends, please let your supervisor know. We do not allow unescorted or unauthorized visitors in our locations.

6.6 Parking Lot

If you drive to work, please park in the areas designated for our employees. Remember to lock your car. The parking spaces next to or in front of our building(s) are for patients, patients' family members, and visitors only. Use courtesy and common sense in the parking lots. This will help cut down on accidents, personal injuries and damage to your vehicle or other people. If you damage another car while parking or leaving, tell your supervisor and the car owner right away. Give your supervisor the license numbers of both vehicles and any other helpful information related to the accident. Under no circumstances is Bristol responsible for any loss, theft, or damage to your vehicle or any of its contents while on Bristol property.

6.7 Smoking

Smoking is not allowed on any Bristol property except in designated areas. Designated smoking areas are outside the building(s) and more than 25 feet away from any building entrance, exit way, open windows or air intakes. Farther distances may be required by state and local laws. The no smoking rule applies to private offices, break rooms, common areas, patients' rooms/homes, work areas, building lobbies, and reception areas. Those that choose to smoke should do so during their two fifteen minute breaks or during lunch.

6.8 Company and Department Meetings

At times, we may ask you to come to a Company-sponsored meeting. If the meeting is held during your regular work hours, you are required to attend. If you are an hourly employee and you come to a meeting that is outside your work hours, you will be paid for the time you spend at the meeting. State or local laws take precedence with regard to pay for travel and meeting time.

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6.9 Expense Reimbursement

Before you incur an expense on behalf of Bristol, get your supervisor to authorize it in writing (usually using a requisition or purchase order). To be reimbursed for all authorized expenses, you must submit an expense report or voucher, along with receipts, and it must be approved by your supervisor. Please submit your expense report or voucher each week, as you incur authorized reimbursable expenses. If you are asked to conduct Company business using your personal vehicle, you will be reimbursed for mileage at Bristol approved rates. Please submit this expense on an expense report form.

6.10 Job Postings

Generally, Bristol posts job vacancies; however, Bristol reserves the right to hire for positions without going through the formal posting processes. If it is determined that the vacancy will be posted, employees can view job postings open to current Bristol employees by visiting www.bristolhospice.com. In addition, an Open Positions Report is generated weekly and will be posted in the common area of your location. You are encouraged to apply for any open position for which you are qualified or to recommend and refer qualified candidates for employment with Bristol.

A. Internal Postings

Open positions that are posted internally will remain on the internal career site for a minimum of five (5) calendar days to allow all interested employees to apply prior to opening the position to external candidates. If it is critical to attain a more comprehensive search of candidates, certain positions may be simultaneously posted both internally and externally.

Internal candidates will be interviewed under the following conditions:

- They meet the minimum qualifications for the position.
- They have not had any adverse personnel actions over the last 6 months (a longer period may be required depending on the seriousness of the infraction).
- They have been in their current position for at least six (6) months.
- They have met the expectations of their current position as demonstrated in their performance evaluations.

Exceptions to these conditions may be made if it meets the best interests of Bristol business practices and operations.

6.11 Promotions and Transfers

Where skill, experience, behavior, ability and relevant disciplinary records are not deemed by management to be overriding factors, current employees may be given preference over outside applicants for job openings, subject to the following criteria.

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A. Performance in Current Position

You must have satisfactory performance in your current position to be considered for a transfer or promotion. Typically, employees with recent (within six (6) months), severe or repetitive disciplinary action(s) are not eligible. In addition, you must generally have at least six (6) months of continuous service in your current position. Exceptions to the above will be handled on a case-by-case basis by the current supervisor in coordination with Recruitment and should be consistent with business needs.

Approval of promotions or transfers depends largely upon training, experience, and work record. Promotions and transfers are made without regard to race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

Employees transferring into a new position will begin a new Introductory Period to determine whether they are able to meet the expectations of the new position. This Introductory Period is performance related only and does not apply to benefits administration unless the employee did not have benefits in his/her previous position. If you are unable to demonstrate a consistent ability to meet expectations in your new position, but you met the expectations of your former position, you may be able to return to your former position or a similar position if a position is available in lieu of discipline and/or termination. Any exception to this policy must have the approval of the ED in consultation with HR.

B. Transfers between Bristol Locations

Employees wishing to transfer to another Bristol location or joint venture must follow the process below to be considered:

1. You must complete an online internal application form and attach a current resume if the posting requires a resume. By completing the process, you authorize your current supervisor, ED and/or Director of Patient Care Services (DPCS) to discuss their impressions of your job performance candidly with the RD, prospective manager, and/or ED.
2. The RD will notify you if you do not meet the requirements for transfer.
3. If you meet the eligibility guidelines and you are qualified for the position, you will be interviewed by the hiring manager.
4. You will be notified of the hiring decision, and if you are selected, the RD will coordinate the date of your transfer with the losing and gaining supervisors. In addition, you will receive a formal offer of employment from the new location prior to your transfer which will identify the rate of pay and service credit (for benefits) you will be given upon commencing employment with the new location.

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Employees desiring to transfer laterally to another Bristol location must realize that regional labor market factors may result in an offer of more or less pay than they made previously. Generally, employees who transfer between two Bristol locations will have their PTO balances (and any remaining EIB balances) transferred. If an Introductory Period is required for the new position, you are discouraged from using accrued PTO during that time unless arrangements were made during the hiring process.

All or a portion of your existing personnel file including, but not limited to, performance reviews and any disciplinary documents will be copied and transferred to the new location.

6.12 Work Rules

In this section, we describe specific behavior which is expected of every Bristol employee.

A. Conflicts of Interest

We expect you to conduct business according to the highest ethical standards of conduct and to devote your best efforts to the interests of Bristol. Business dealings that create a conflict of interest and/or disrupt operations at the location are not acceptable. We recognize your right to engage in activities outside of your employment which are unrelated to our business; however, you must disclose any possible conflicts so that we can assess and prevent potential conflicts of interest from arising.

We cannot list every action that might create a conflict of interest, but this policy sets forth the ones that most often create a problem. If you question whether an action or proposed course of conduct would create a conflict of interest, you should contact your ED for advice.

1. Outside Employment

You need to get **written** approval from your supervisor before you take on another job. Approval will be granted unless the work activities create an actual conflict of interest or disrupt operations at the location. In general, outside work is not allowed if it:

- Means you can't fully perform the work you were hired for at Bristol. This includes overtime shifts
- Involves an organization that does business with Bristol or wants to do business with Bristol. This includes actual or potential vendors, patients, patients' family members, or other customers.
- Goes against the law or against Bristol's policies or rules.
- Managerial, marketing and regional consulting employees are not allowed to work in a non-Bristol location. All other employees are allowed to work in non-Bristol locations as long as it does not interfere with their ability to meet all Bristol work-related commitments.
- Involves work with an Avalon facility or joint venture partner.

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Please remember that there may be times when you will need to work more than your normally scheduled hours. If that creates a conflict with your other job, you must give Bristol priority. Bristol hires employees and keeps them employed with the understanding that we are their primary employer. Work or commercial involvement in conflict with our business interests is strictly prohibited. If permission to pursue outside employment (including self-employment) is granted, Bristol reserves the right to withdraw such permission if we, in our sole discretion, determine that it is disruptive to the organization's operations or interests.

2. Financial Interest in Other Businesses

An employee and his or her immediate family may not own or hold any significant interest in a supplier or competitor of Bristol, except where such ownership or interest consists of not more than 1% of the outstanding securities in a publicly owned company (or securities that are regularly traded on the open market). If you disclose such interest, and we determine that it does not put you in a position to make purchasing or other decisions that involve the supplier or competitor, it will not be considered a conflict of interest.

3. Accepting and Giving Gifts

You may **not** solicit or accept gifts of significant value (in excess of \$25.00). You cannot solicit or accept lavish entertainment or other benefits from potential or actual patients, their family members or other customers, suppliers or competitors. If someone attempts to give you a gift of more than nominal value, promptly notify your ED and he/she will make a determination on whether it is appropriate for you to accept the gift and will provide you direction and assistance in declining or returning gifts that are excessive. You need to take special care to avoid even the appearance of a conflict of interest.

If you have questions about this policy, ask your ED. If you believe that you have a conflict of interest, notify your supervisor in writing. Typically, approval will be given unless the relationship interferes with your duties or creates an actual conflict of interest that disrupts Bristol's operations.

B. Confidentiality

All Bristol records and information about our Company, employees, patients, patients' family members or other customers are confidential. You must treat it in the strictest confidence. No Bristol or Company-related information of any sort or in any format may be removed from Bristol's premises without permission from the location's ED. The exception to this is if it is part of your normal duties on behalf of Bristol.

What you learn about Bristol records or information while doing your job is considered confidential. You may not share it with anyone else unless you need to for a Bristol business purpose. Employees may not refer to their employment status in any external

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communications that are not specifically work related. If you have questions about what might or might not be confidential, ask your supervisor. If you reveal confidential information on purpose or in error, you will be subject to disciplinary action. This can include termination. If you find that you or a co-worker has breached this policy, notify your supervisor immediately.

Health care information about Bristol's patients is confidential. It is protected by the privacy provisions of the federal Health Insurance Portability and Accountability Act (HIPAA) and other state and local laws. You must keep information about the identity or health status of a patient strictly confidential. This information should not be shared with anyone, including co-workers, unless they need to know the information to better care for the patient. You cannot share confidential information in any format including Facebook, Twitter and other social media. In addition to disciplinary action, you could also be subject to civil liability in an action brought by or on behalf of the patient whose privacy was breached.

If you have questions regarding the security of confidential information, you can review the Bristol Hospice and Homecare Policy and Procedural Manual in your local office.

C. Absenteeism, Tardiness, and Leaving Early

It is important that you show up for every scheduled shift on time and with the commitment to perform the responsibilities of your position. If you know you cannot come to work or that you will be late, you need to let your supervisor know within two (2) hours of the start of the morning shift or four (4) hours of an afternoon or evening shift.

We expect you to come to work regularly. Absences that are protected by law (i.e. Family Medical Leave Act (FMLA) or similar state laws) are exempt from this policy. Your supervisor maintains a record of your tardiness or absenteeism as part of your personnel record. In general we consider three (3) or more unscheduled or unexcused absences, tardies, or leaving early in a rotating 90 day period to be excessive. However, if your absenteeism causes undue hardship for your fellow employees, patients, or scheduling, your supervisor may consider lesser absences as excessive.

1. Calling in During Holidays

Calling off work on the day before a Bristol designated holiday, the day of a holiday, or the day after a holiday without prior approval will be treated as two (2) attendance occurrences.

2. No Call / No-Show

Failing to come to work when you are scheduled and not contacting your supervisor or other designated contact person within the required timeframes will be considered a "No Call/No-Show." Two (2) no call/no-show occurrences will be considered the same as job abandonment and your employment will be terminated unless there are

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significant extenuating circumstances. The location's VP and HR must approve any exceptions to this policy. Decisions will be made on a case-by-case basis.

D. Solicitation, Distributions, and Use of Company Bulletin Boards

Bulletin boards at Bristol can only be used to post or distribute material that directly relates to Company business. All posted material needs to be approved by the ED. You should check these bulletin boards periodically for updated information. Do not take anything off the boards without prior approval.

Selling items to your co-workers or anyone else during work time is a distraction and we ask you not to do this. You cannot pass out non-work related literature on Bristol property at any time or use Bristol e-mail or voice mail to distribute information, sell products, or try to persuade someone to take action or to support a non-work related cause.

E. Dress Code and Personal Appearance

Personal appearance matters. We expect all employees to dress in a manner appropriate for their position and the work they perform. While specific expectations regarding dress may be identified for certain positions or job functions, all employees are expected to comply with the following:

- Wear your Bristol approved identification badge above your waist. Make sure your name and photo are easily seen.
- Make sure your dress or appearance does not embarrass others. This includes co-workers, patients, patients' family members, and visitors. Your appearance should not get in the way of your work. Your clothes should be neat, clean, pressed, and appropriate in length. Clothing should cover your body in a manner that does not reveal your stomach, bottom, or breasts.
- Your clothes may not have distasteful language or logos, slogans, writing or offensive pictures. The exception to this is small logos of a manufacturer if they do not otherwise detract from your appearance.
- Sweat pants, shorts, and pajama-like clothing are not acceptable apparel. Tee-shirts are not acceptable in the office environment.
- Make sure your clothes and accessories, such as jewelry, don't get in the way of your ability to use proper safety precautions and sterile techniques.
- Footwear should be clean and safe for your duties and your work area. If non-slip footwear is required, you must wear footwear with non-slip soles. Sandals are acceptable in the office environment only, but flip-flops and tennis shoes are not.
- If you wear scrubs, they should be clean, neat, and free of holes and designs. They should meet all the standards listed above.
- Keep your hair, beards, and moustaches clean and well groomed at all times. Make sure they don't get in the way of your ability to use proper safety precautions and sterile techniques.
- Personal hygiene should be kept up to ensure that body odor is not offensive to others.

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- Make sure your hair and accessories are worn in a way that they do not come in contact with the patient and don't create a safety or sterile hazard. This includes necklaces, earrings, and hair decorations such as glitter or beads. Hair and accessories should not get in the way of your job duties. Contact your ED or HR on what jewelry or piercings can be worn while at work.
- Keep your fingernails clean, presentable, and of a professional length so they do not pose a safety or infection control problem. If you provide direct care, your nails cannot be more than ¼-inch past the end of your fingertips.
- If you have tattoos, they should not conflict with your ability to perform your job duties. If a potential conflict is identified, based on, among other criteria, perceived offense, community norms, perceived affiliations or complaints, you will be encouraged to identify appropriate solutions e.g. covering the tattoos or transferring to another position.

Before we adopted these dress code guidelines, we looked at community norms and the law. We are sensitive to the fact that there are different norms in different communities and will take into consideration local standards and traditions. If you feel that compliance with the above standards of dress will cause you an undue hardship or is unreasonable in your case, please discuss your concerns with you supervisor or ED. Likewise, if your religious beliefs or practices conflict with this policy, let us know. We will make reasonable accommodations as long as they do not pose a health or safety hazard.

Direct care providers may have separate guidelines and industry standards that apply to their dress and appearance. The general rules listed above will apply to these individuals, but we also expect that direct care providers will follow any standards developed specifically for their position.

Casual dress days may be acceptable on occasion, as directed by management. When casual dress is allowed, you still need to follow the standards listed above. When jeans are allowed, make sure they are clean, have no holes, and are of appropriate length.

F. Use of Company Equipment

The Company provides supplies, equipment, and materials that are needed for you to do your job. These items should be used only for Bristol's purposes. You should use care when you use Company equipment and property and use it only for the purposes it is intended. You should report loss, damage, or theft of this equipment immediately. Bristol expects all employees to be diligent in protecting and maintaining business property and equipment.

The Company's equipment is meant to be used for business purposes. This includes computers, telephones, postage, fax, and copier machines. You may use this equipment for non-business purposes in an emergency and only with the permission from your supervisor. If you use these or other Company equipment for non-work

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related reasons and it results in a charge to Bristol, let your supervisor know so that reimbursement can be made.

You are not to allow anyone, including other employees, to use your access card, security clearance, passwords, computer equipment or other electronic items.

Bristol equipment is the only authorized equipment for conducting Bristol business. Personal computers, PDAs, and other information systems devices are not secure and are prohibited for business purposes.

When you terminate your employment with Bristol, you must return all Company property, uniforms, equipment, work products and documents upon termination.

G. Mileage

Mileage will be reported by using a computer program such as MapQuest or by using a GPS. You may also use the odometer on your car as long as you subtract any detours between work locations. For instance, if you are leaving Patient A's home and driving to Patient B's home, you would put the exact readings; however, if you decide to run a personal errand between Patient A's home and Patient B's home, you must subtract the mileage used for running that errand.

You will not be paid mileage to and from your home unless it exceeds the normal mileage to and from the office. For instance, if you are starting the day and drive directly to the office, you may travel 10 miles. If you drive from home directly to a patient's home, you may travel 20 miles. Therefore, you would report 10 miles for your mileage (20 miles to patient's home – 10 miles to office = 10 miles). This would apply on your way home as well.

H. Use of Bristol Email System

We provide e-mail access to our employees for Company business. The following is a list of things that you cannot do while using the Company email system:

- Knowingly send confidential or proprietary Bristol documents or information without permission.
- Knowingly send information or data that is restricted by law.
- Knowingly send anything that violates copyright laws. This includes the printing, copying or sending of articles, software, or anything else that is protected by copyright laws.
- Forward e-mails with no valid business purpose which would lead to the embarrassment of the sender or violate the original senders expressed desire to restrict additional dissemination.
- Send or ask for messages or images that are of a sexual nature.
- Send e-mail that relate to commercial ventures, religious or political causes.
- Operate a business or conduct activities for personal gain.

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- Look for jobs outside of those with Bristol.
- Send chain letters.

Bristol's policies against sexual or other forms of harassment apply to use of the e-mail system. If you violate these no-harassment policies using email, you will be disciplined or terminated.

I. Internet Access

Bristol provides Internet access for e-mail, file transfer, Web browsing and interactive terminal access to employees for Company business. All Internet access must be routed through the firewall.

This includes all messaging or IP networking. You may not use a modem or anything else to access the Internet on computers attached to Bristol networks. You may not buy or subscribe to any Internet service provider at work.

J. Social Media

We recognize that social media such as Facebook, Twitter, Yelp, and Myspace play an important role in our society. We know that millions of people use them to express their ideas and to communicate with family and friends. Bristol reserves the right to block access to internet sites on Bristol equipment.

Please review Bristol's social media policy, BH.HR-0030 before referencing Bristol in any of your postings. You can find the policy in the common areas of your location. If you cannot find the policy, you may contact your ED or HR for an electronic version.

All information on Company computer systems, mobile phones, PDAs or other communication or data processing devices, is Company property. This includes email, Internet searches or downloads, SMS messages, pictures, or texts. Employees should not expect privacy with respect to such information. Management may inspect, monitor, archive, copy, store, take possession of, restrict your access to and disclose such information, in whole or in part. We can do this without notice at any time. Employees should not rely on any statement by any representative of the Company that could create or infer any expectation of privacy.

Passwords are an integral part of Bristol's security system. All employees are expected to use their own usernames and passwords. If you need access to any Bristol information systems, you must request a username and password for your own use.

K. Company Telephones

A large part of our business is done by phone. It is essential to use a professional telephone manner at all times. We know that there are times when you may need to use the phone for personal reasons, but we expect you to limit the length and frequency of

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such calls. You may not use Company phones to make personal long distance calls unless your supervisor gives you permission ahead of time.

Voice mail is meant to be used for Company business. You should treat the voice mail of other employees as confidential. You are not authorized to listen to any messages that are not sent to you. Supervisors or other management personnel who believe there is a legitimate basis for accessing an employee's voice mail messages should obtain approval of the ED **before** accessing the employee's voice mail account.

We can't ensure the confidentiality of any message stored in, created by, or sent or received from the voice mail system. Bristol has the right to access materials on its system. Having system passwords does not mean you have any privacy rights to the messages and files. There are times when Bristol may need to access your messages. In these cases, you must provide IT with your password.

VII. Performance Improvement, Corrective Action & Problem Resolution

To keep operations orderly and efficient, we require that you conduct yourself in a professional manner while at work. You must maintain proper standards of conduct toward your work, your co-workers, Bristol's patients, patients' family members, and other customers.

7.1 Performance Reviews

We conduct performance reviews to help you monitor and improve:

- Your job performance
- Service to our customers
- Your own development

Generally, we conduct these reviews as follows:

- A 90 day review at the end of your Introductory Period
- A 90 day review after you transfer to a new position
- Yearly reviews that are most often based on the anniversary of your start date or of your transfer or promotion into a position in a new job classification.

If your job duties change substantially, or if your performance warrants it at any time after an annual review, we may do another review within the same year.

You are expected to know and understand how to do all of the tasks of your job even if you have not had a formal performance review. If you are uncertain about how to complete any job tasks talk with your supervisor. Don't wait until a formal review to find out if you are or

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are not meeting job expectations. The best way to know how you are doing in your position is to set up a meeting with your supervisor.

7.2 Corrective Action and Discipline

The intent of corrective action is to formally identify performance or behavioral deficiencies and to provide direction on specific changes that must occur in your performance to meet acceptable standards of job performance. Corrective action may be applied when work performance, attendance, tardiness, behavior, and/or interpersonal communications fail to meet expectations or when a failure to follow policies or procedures or supervisory direction occurs. An employee whose conduct, actions or performance violates or conflicts with Bristol's policies, work rules, Employee Handbook or core values may be disciplined or terminated immediately and without warning. Bristol deals with all issues on a case-by-case basis. Nothing in this Handbook should be seen as a promise of specific treatment in a given situation.

While employees are expected to perform all their duties and responsibilities in an acceptable fashion, some performance deficiencies are obviously more serious than others leading to different levels of corrective action/discipline. In subsection A below, we identify the minimum conduct and behavior that is expected of every employee. Repeated failure to meet these expectations or failure to meet several of them over time may lead to disciplinary action, up to and including termination of employment. All Bristol employees are "at-will" employees. Subsection A of this Section does not alter that relationship and you or Bristol may choose to terminate the employment relationship for any reason or for no reason. In subsection B, we list behavior that will not be tolerated.

A. Conduct That We Expect

We expect a lot of you as a member of our staff. The following section lists many of the minimum expectations that failure to meet may lead to corrective disciplinary action.

1. Clinical Practices

- a. Report any unsafe conditions to your supervisor, the DPCS, or the ED.
- b. Follow safety rules.
- c. Maintain current professional registration, license, certification, and immunizations where required to carry out your job duties.
- d. Notify your supervisor immediately if there is any change to your professional licensing.

2. Professional Conduct

- a. Complete your duties in a proper and timely manner.
- b. Demonstrate productivity and quality work.
- c. Follow standards of good customer service.
- d. Never post, take down, or change notices or signs on bulletin board or Bristol property without permission.

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- e. Refrain from using your cell phone to make or receive personal calls or text messages while you are at work except during designated breaks and meal periods or in cases of emergency.
- f. Use Bristol property and equipment for business purposes only.
- g. Treat management and co-workers in a professional manner.
- h. Use appropriate language while at work. This includes both verbal and written communication (including email).
- i. Present positive behaviors towards your work, co-workers, patients, patients' family members and management.
- j. Report any compliance concerns to a member of management, HR and/or the CCO.

3. Work Rules

- a. Report for all scheduled shifts in a timely manner unless excused in advance or you are unable to do so due to a bona-fide illness or injury.
- b. Smoke only in designated areas.
- c. Work only overtime that is pre-authorized by your supervisor. In cases of emergency such as the imminent death of a patient, pre-authorization is understood. The employee should notify the supervisor of the overtime as soon as possible following the occurrence.
- d. Attend required in-service training and staff meetings.
- e. If you are an hourly employee, work only when you are "clocked in" and complete a Time Card Adjustment form any time you perform work while not "clocked in" before the end of the pay period.
- f. If you are an hourly employee, clock out and back in for meal periods.
- g. Carefully review your Time Detail Report each pay period and only sign off on its accuracy if it accurately reflects your actual hours worked. Promptly notify your BOM if mistakes are made in your Time Detail Report. Corporate employees should contact the PSM. When you are on a leave of absence, do not accept other employment. You can only maintain another job if it is related to military leave or if you have a work-related injury and we can't accommodate your Light Duty request.
- h. Abide by the Core Values, work rules, Code of Conduct and other policies that relate to employee conduct as outlined in this Handbook and other Bristol policies and procedures.

B. Conduct Likely to Result in Immediate Termination of Employment

The following conduct will not be tolerated at Bristol. Your employment is likely to be terminated immediately if you:

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1. Clinical Practice Violations

- a. Abuse or neglect a patient. This includes physical, sexual, verbal, or mental abuse.
- b. Fail to report patient abuse or neglect that you observe.
- c. Fail to report a patient's physical injury or other condition that you think could be a result of abuse or neglect.
- d. Fail to report to a supervisor when a patient reports abuse or neglect. This includes not reporting all information that concerns patient abuse or neglect.
- e. Refuse to cooperate in an investigation by the Company or an administrative body. This includes inquiries into patient neglect or abuse or any other alleged violation of Company rules, laws, or government regulations. The only exception to this is if there is a federal or state law that specifies that such cooperation is voluntary.
- f. Are insubordinate. This occurs if you refuse or fail to carry out a reasonable and lawful job direction or assignment from a supervisor or a member of management.
- g. Go to sleep while on duty.
- h. Intentionally or negligently violate any safety rules. This could result in direct and serious harm to you, co-workers, patients, or visitors.
- i. Fail to report a contagious disease that could spread to patients. This includes not telling us of such a condition during a post offer job related inquiry.
- j. Fail to report a disease that can be transmitted through food (Food Code 2-201.11 (A)). This includes not telling us of such a condition during a post offer job related inquiry.

2. Unprofessional Conduct

- a. Refuse or fail to give truthful subpoenaed testimony in any trial, hearing, administrative proceeding, mediation, arbitration or the like.
- b. Knowingly make false oral or written statements in an attempt to sway Company decisions. This would include making accusations against someone that you know or should know are not true.
- c. Engage in activity or make statements that disparage the Company, its employees, officers, its products or services, patients, customers, or service providers. The only exceptions to this is if the statements are made pursuant to Company or regulatory inquiry or if exercising your rights through means that are protected by federal and state laws including engaging in concerted activities related to working conditions. This section also does not stop you from exercising your rights outlined in the Problem Resolution Process described below or from reporting the issue to your supervisor, ED, HR, or Bristol's CCO.
- d. Willfully falsify Company records. This can be either written or electronic Company records including time cards (false in or out punches), mileage, Time

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- Card Adjustment forms, job applications, personnel forms, patient records, financial records, material requisitions, and the like. Helping a co-worker to falsify Company records is also a violation. Clocking in or out for a co-worker or completing a co-worker's timesheet is also a falsification of Company records.
- e. Knowingly make a false statement, either written or verbal, or ask co-workers to do so if asked to describe a work related incident.
 - f. Refuse to honestly answer questions during an investigation by the Company or an administrative body into a work-related incident about which you have knowledge. The only exception to this is if there is a federal or state law that specifies that such cooperation is voluntary.
 - g. Use of Company contracted services or property for personal interests without permission.
 - h. Interfere with another employee's right to report the employee's good faith concerns regarding any workplace issue or to utilize the Problem Resolution Process. This applies to all employees including managers and supervisors. This includes failure by a manager or supervisor to do what is needed in the Problem Resolution Process. The Problem Resolution Process is described later in this Handbook.
 - i. Repeatedly fail to meet the expectations described under Section 7.2 above or in other provisions of this Handbook.

3. Work Rules Violations

- a. Noncompliance with the Company's Non-Discrimination, Harassment, Workplace Violence, Substance Abuse, Conflict of Interest, or Confidentiality policies (less serious violations may not result in termination).
- b. Violate fiduciary responsibilities.
- c. Try to sabotage, abuse, damage, or destroy property that belongs to Bristol, a co-worker, patient, visitor, or other person that does business with the Location.
- d. Are convicted of a felony, or convicted of a misdemeanor that is job-related. Evidence of a felony or misdemeanor that could adversely affect the Company's health care business while you work here is also prohibited. The only exception to this is if federal or state law prohibits work-related disciplinary action for that conviction.
- e. Abandon your job. This includes walking off the job and leaving your assigned location during your shift without permission. If you don't show up for work and you don't call your supervisor to tell them that you will be absent during your scheduled shift ("No Call/No-Show"), you will be considered to have abandoned your job. The only exception to this is if you are physically unable to contact us, and provide proof of this inability.
- f. Fail to return to work after the expiration of an approved leave of absence or any approved extension. Note: We will review each situation individually to

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determine whether extension of a leave of absence may be a reasonable accommodation or may represent an undue burden on operations.

- g.** Possess a firearm, explosives, or other dangerous weapons at any Bristol location, corporate property, and/or patients' homes while on or off duty. This includes carrying a concealed weapon even with a permit.
- h.** Misuse computers including, but not limited to, letting someone else use your password, using a password that is not yours, and altering Company records electronically without permission.
- i.** Commit a serious violation of Company e-mail, voice mail, computer use or other policies.
- j.** Engage in other extreme instances of improper conduct that are not listed above but which are deemed by the Company to be unacceptable.

These lists provide examples of the types of conduct that may result in disciplinary action and/or termination. They are not exhaustive, and are not intended to be comprehensive or to promise specific treatment under specific circumstances, but are guidelines only.

A copy of this Handbook is in your common area or break room and available in the ED, DPCS, and/or BOM offices at your location. You can request your own, printed copy of the Handbook from your ED or HR. You will also find an employment law poster that has details about federal and state employment laws in the common area or break room at your location.

7.3 Administrative Leave

There are times when management finds it necessary to conduct an investigation to determine whether an employee has engaged in conduct violating Bristol policies. When this happens, we often place employees on Administrative Leave in order to: 1) ensure the quality of care provided to patients is not negatively affected while we conduct our investigation, and 2) to encourage witnesses to give candid, honest responses to the investigator's questions by conducting the investigatory interviews while the employee is away from the building.

Administrative Leave is NOT a disciplinary action! Being placed on Administrative Leave does **NOT** mean you have done something wrong; it only means that we are conducting an investigation to determine whether or not you may have violated Company policies. If you are placed on Administrative Leave, management will notify you of the specific issue/incident leading to the need for the investigation. Before a final decision is made regarding the outcome of an investigation, you would be provided the opportunity to respond to any allegations and/or to explain your role in the incident/issue being investigated.

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A. Communication While On Administrative Leave

In order to preserve our ability to conduct a thorough and unbiased investigation, employees placed on Administrative Leave are specifically directed **not** to communicate with **any** patients, co-workers, or other Bristol employees (other than Bristol management) regarding the incident/issue being investigated while on leave. If contacted by a co-worker or other non-supervisory individual attempting to talk to you about the investigation, you should tell that person that you have been directed by management not to discuss the situation with them and to immediately notify their supervisor of that contact. Failure to follow this direction may result in immediate discharge regardless of the outcome of the investigation.

When placed on Administrative Leave, or while on such leave, you are encouraged to identify any individuals you believe the investigator should interview as well as any documents the investigator should review to gain a complete picture of the circumstances surrounding the incident/issue being investigated.

B. Pay for Administrative Leave

Employees on Administrative Leave will be paid for regularly scheduled shifts missed unless we conclude that their conduct (either standing alone or combined with past performance issues) warrants an unpaid disciplinary suspension or that the employee's lack of cooperation delayed the investigation. This level of discipline requires approval of HR and VP. If a disciplinary suspension is approved, we will identify the number of shifts deemed appropriate as an unpaid suspension and will apply any scheduled shifts missed while on Administrative Leave against the disciplinary suspension. If the shifts missed exceed the number imposed as an unpaid disciplinary suspension, the employee is paid for any additional shifts missed. If the employee missed fewer shifts than are imposed as an unpaid disciplinary suspension, he/she will be notified when he/she will be removed from the schedule to serve the additional unpaid suspension.

If we conclude either that no discipline is warranted or that the appropriate level of discipline is something less than an unpaid suspension, the employee will be paid for all regularly scheduled shifts missed.

NOTE: Employees will only be paid for regularly scheduled shifts missed due to Administrative Leave, not for "extra/overtime" shifts they may have agreed to work.

7.4 Problem Resolution Process

Problem Resolution gives you a process to address concerns you might have with your work environment. The process allows you to go up the chain of command when addressing a concern. Bristol is committed to addressing concerns promptly and responding to immediate and appropriate action once the investigation has been completed.

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No employee will be disciplined, harassed, or treated unfairly in any manner because he/she voiced a concern to Management in good faith. The following list outlines the basic steps in the problem resolution procedure. If you would like someone to help facilitate any of the steps described below, you may contact HR. For more detailed information refer to the Policy Manual BH-HR-0008.

A. Problem Resolution Process

<u>STEP</u>	<u>ACTION</u>
1 – Employee to Employee	You should try to fix the problem by speaking directly to the other person who is involved. Every effort should be made to avoid additional conflict. If you are unable to resolve the issue or if you are uncomfortable with direct confrontation, you should move to step 2. If your conflict is with your supervisor, move to step 3.
2 – Supervisor	Talk to your supervisor about your concern and give him/her a chance to resolve the problem.
3 – Location Executive Director	If the issue is not resolved to your satisfaction, or if your concern is with the supervisor, you may talk to the ED.
4 – Human Resources	If the issue is still not resolved, you may contact HR at the Corporate office.
5 – Senior Management	If the issue is still not resolved, you may present your concerns to the VP over your location.

If your concern involves disciplinary actions or employment termination that you feel was inappropriate, you may move directly to Step 4 of the process. Although we encourage employees to go through the proper steps, they may go directly to HR if they need assistance during any of the previous steps.

Note: Under the Problem Resolution Process you may ask that a co-worker be present during any of the steps listed above; however, the co-worker should not be someone who would be involved in the investigation. If the co-worker is willing to attend, he/she will act as a witness to the discussion only. This co-worker cannot act as an advocate. Employees may not bring family members or legal counsel during any of these steps. If state or local laws differ from this policy, the laws will take precedence.

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VIII. Leaves of Absence

8.1 Types of Leaves of Absence

Leaves of absence may be granted to eligible employees in some cases. These can include:

- Military leave
- Leave under the Family and Medical Leave Act (FMLA)
- Medical leave that is non-FMLA or state-law protected
- Personal Leave of Absence

Leaves are subject to the following policies. Please talk with your supervisor or HR to learn more.

8.2 Military Leave

The Uniformed Services Employment Rights Act of 1994 (USERRA) prohibits employers from denying initial employment, reemployment, retention in employment, promotion or any benefit of employment to an individual on the basis of his/her membership, performance of service, application for service, or obligation for service in the uniformed services.

If you are a full-time employee and are inducted into the U.S. Armed Forces, are a member of a National Guard unit or reserve unit, or are an emergency service member that is activated, you will be granted a leave absence as required by USERRA.

For more information regarding your rights, you will find a USERRA notice posted on the employment poster located in your location's common areas. Detailed instructions are also available in the Bristol HR Manual BH-HR-0033, Leave-USERRA.

8.3 Family, Medical, and Military Leave Laws

Federal and state laws require that companies provide unpaid, job-protected leave to eligible employees to allow for a good work/life balance. The leave covers:

- Incapacity due to pregnancy, prenatal medical care, or child birth.
- To care for your child after birth, or to care for a child following adoption or foster care placement.
- To care for your spouse, child, or parent, who has a serious health condition.
- Incapacity due to a serious health condition that makes you unable to perform your job.
- Military leave entitlements.
- Bereavement (Oregon only).

These laws include the Family and Medical Leave Act (Federal), California Family Rights Act (California only), Pregnancy Disability Leave (California only), Paid Family Leave (California only), Hawaii Family Leave Law (Hawaii only), Oregon Leave Act (Oregon)

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only), Oregon Military Family Leave (Oregon only) and any others that may be required in the future. Applicable federal and state law notifications are posted in the common areas of your work location. These notifications provide information on eligibility and employee/employer responsibilities. For more detailed information, contact your supervisor or HR to provide you with the policies and procedures for this section.

Most family, medical, and military leave laws are “unpaid” leave; however, if you have leave available in your PTO Bank or EIB, Bristol will require that you use your banked leave concurrently with your job protected leave unless prohibited by state or local laws, rules or regulations. Once you run out of your PTO/EIB leave, your time off will be unpaid.

When requesting leave, you must give the Company “enough” information for us to decide if the leave qualifies for FMLA protection. “Enough” information may include:

- “I can’t perform job functions due to a health condition.”
- “A family member can’t take part in daily activities due to a health condition.”
- “I (or a family member) need to be hospitalized.”
- “I need continuing treatment by a health care provider.”
- “I have a case that supports the need for military family leave.”

If we determine that your need to be away from work may qualify under any of the applicable leave laws in your state, we will ask you to complete a Leave of Absence/FMLA Request Form. The form asks you to provide information regarding the reason you need leave, when you plan to take leave, and how long you think it will last as well as if the leave is for a reason for which you have already taken or been certified for FMLA leave.

After reviewing your request form and determining your eligibility for FMLA leave, we may provide you with a form that you will have to have your doctor (or your family member’s doctor) complete certifying that the requested leave is for a serious health condition. While on an FMLA leave, you may also have to provide us with periodic documents from your doctor that support your continued need for leave.

Once you have provided us with all the necessary documents to evaluate your leave request, we will provide you with a written notice advising you whether or not your leave is approved and for what length of time. Your leave request may be denied if we do not receive the required documents in a timely manner. You must contact HR at least two days before you expect to come back from leave.

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IX. Ending Employment with Bristol

9.1 Notice of Resignation

Bristol operates under the rule of at-will employment. This means we do not promise that your job will last for a certain time. It means you can end your employment with us at any time for any reason, or no reason. Bristol has the same right; we can end your employment with us at any time, with or without reason. We can also make other employment decisions such as transfers or demotions at any time.

To be eligible for rehire, an hourly employee is expected to provide a minimum of two weeks' notice. Salaried, (exempt) employees are asked to give at least 1 month (4 weeks) written notice. In order for employees to receive payment for their unused PTO, they must leave under favorable conditions, provide the appropriate notice, and return all Company property, equipment and documentation. The amount of PTO payout is determined by the PTO policy in place at time of termination or as determined by state and local law whichever is higher.

If, after giving notice of his/her intent to resign, an employee engages in misconduct that warrants immediate discharge (either standing alone or in conjunction with prior misconduct), he/she may still be discharged. If Bristol decides that it is in the best interest of the Company, it may waive the notice period and accept the employee's resignation effective immediately. In these cases, an employee will still be eligible for rehire as if the employee had worked the notice period unless they resign in lieu of disciplinary action up to and including termination.

9.2 COBRA Benefits

COBRA is the Federal Consolidated Omnibus Budget Reconciliation Act of 1985. COBRA can be of help if you leave your job with Bristol or if you lose eligibility to be covered under our group health insurance program. Under COBRA, you and your eligible dependents may have continued coverage under our health insurance program for a certain time. Under the law, continuing health insurance through COBRA is at your own expense. You can talk to your supervisor or HR to learn more.

9.3 Exit Interviews

If you resign, Bristol's Management or HR may hold an exit interview with you. We will ask you about your reasons for leaving and ask about your impressions of the Company while you worked here. If you are uncomfortable speaking with management, you may request that the interview be held with HR or you may fill out an Exit Interview form and mail your responses to HR. The information you provide is used to improve our processes and will not be used in determining future employment with Bristol.

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9.4 Return of Company Property

If you were given Company property, you will need to return it when you resign. This includes any computer equipment, cell phones, keys, parking passes, badges and Company credit cards. It also includes any files, documents or materials you may have created or copied during your employment. You will be responsible for any lost or damaged items. We may ask you to sign an authorization form allowing us to deduct the value of any property issued and not returned from your final paycheck.

9.5 Rehiring Former Employees

If you left Bristol under good standing, and you want to work with us again, we would consider your application for re-employment. When deciding whether to rehire you, we will look at the circumstances at the time you resigned and your demonstrated past work performance and attendance. If you are offered a position, you will be subject to our usual pre-employment procedures and Introductory Period. The Introductory Period may be waived if you return to the same position you held previously.

If you were an employee of Bristol with at least 90 days of continuous employment, and are rehired within one year of the date you left, you will be able to continue your PTO and benefits at the level you enjoyed at the time you quit your previous employment with Bristol as long as the position is comparable.

9.6 Post-Employment Inquiries

Bristol does not respond to verbal requests for references. You must complete a signed release form before any member of Bristol can provide a reference to future employers. Without a signed release, Bristol will only provide your job title and dates of employment to a prospective employer. With a written and signed authorization, we will provide salary information to a financial institution on your behalf.

If you work at Bristol, and you are asked for information about another staff member, DO NOT respond, unless doing so is part of your job. Instead, let your supervisor know that you were contacted, and give him or her details related to the inquiry.

9.7 Acronyms of Bristol Personnel

BOM	Business Office Manager
CCO	Corporate Compliance Officer
DPCS	Director of Patient Care Services
ED	Executive Director
HR	Human Resources
IT	Information Technology
PSM	Payroll Systems Manager
RD	Recruitment Department
VP	Vice President

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